



## Artifakt Art Show Artist Contract:

c/o Artifakt - [www.Artifaktart.org](http://www.Artifaktart.org)

I, \_\_\_\_\_ (Artist's name), the undersigned, understand and agree to the following guide lines for the display and sale of my artwork at Artifakt Art Show, to take place on (\_\_\_/\_\_\_/\_\_\_) (date), at The Robert Daniel Gallery (hereafter referred to as the Gallery) as set forth in this agreement between Artifakt Art LLC (hereby collectively referring to Jake Wagoner and partners and hereafter referred to as Artifakt) and me (hereby referred to as the Artist):

- 1.) Artifakt shall be entitled to 40% of all profits from the sale of any piece(s) of my artwork, on each and every day between and including the opening night of Artifakt Art Show (dated above) and the final day on which my artwork is displayed at Gallery.
- 2.) I (the Artist) attest that I am the sole creator of the works I intend to display. In the event that any creative works were created with assistance from, in collaboration with, or in conjunction with any other artist(s) and/or his or her creative works, I attest that all artists featured as part of my display:
  - a. Have prior knowledge of my intent to display their artwork at Artifakt Art Show on the above signed date;
  - b. Have expressed consent to the display of their works at Artifakt Art Show and can furnish a written letter of approval for doing so;
  - c. Have been duly credited, and that such credit is given and displayed in conjunction with my (the Artist's) credit.
- 3.) Artifakt and any of its directors, staff or volunteers shall be entitled to move any piece or pieces of my displayed artwork from its location at The Robert Daniel Gallery (2501 Fawcett Ave. - Tacoma, WA) to any other location within The Robert Daniel Gallery, provided that:
  - a. Artifakt and its staff notify me (the Artist) no less than twenty-four (24) hours prior to its removal and/or relocation to obtain my permission and approval for the removal or relocation of my displayed artwork;
  - b. If I (the Artist) have not given my permission for the relocation and/or removal of any of my artwork, no less than twenty-four (24) hours have passed before the removal or relocation of my displayed artwork;
  - c. All reasonable precaution and care is exercised in the handling of my artwork.Artifakt and its staff and The Robert Daniel Gallery staff shall be required to meet all of the requirements listed above before handling my artwork in any way, except in the event of an emergency (flooding, fire, or any natural disaster). In the event of any such catastrophe Artifakt and its staff and The Robert Daniel Gallery staff shall use their discretion with regard to the handling of artwork contained within The Robert Daniel Gallery.

Artist Initial: \_\_\_\_\_

Artifakt Director Initial: \_\_\_\_\_

- 4.) Artifakt shall be entitled to display all artwork submitted to the Gallery for the entire duration of the opening night of Artifakt Art Show, which takes place on the above signed date, and I (the Artist) agree to leave said pieces of artwork on display until (\_\_\_/\_\_\_/\_\_\_), or for the duration of four weeks (hereafter known as the Display Period), whichever time period shall conclude first, unless both parties agree in writing to remove said artwork prior to the conclusion of the Display Period.
  
- 5.) I (the Artist) may request to collect any and all of my artwork at any time following the conclusion of the opening night of the exhibit, on the condition that I:
  - a. Obtain permission in writing (email notification will suffice) from an Artifakt director;
  - b. Notify Artifakt and its staff of any sale made prior to the removal of any artwork;
  - c. Furnish the agreed percentage of profits from any such sale to Artifakt;
  - d. Coordinate the physical removal of any piece or pieces of my artwork with a member of Artifakt or its staff.
  
- 6.) I (the Artist) shall be responsible for the arrangement and installation of any and all approved pieces of my artwork no less than twenty-four (24) hours prior to the opening night of Artifakt Art Show on the above signed date, and agree to adhere to the spatial parameters assigned to me by Artifakt and its staff.
  
- 7.) I (the Artist) hereby agree to make any and all arrangements with Artifakt and its staff to collect my submitted artwork prior to the conclusion of the Display Period. Any artwork left in the possession of Artifakt and its staff following the conclusion of the Display Period shall thenceforth be considered an unclaimed bailment, ownership of which shall be surrendered unto Artifakt according to the following provisions:
  - a. Any artwork submitted by an artist residing outside the state in which the Gallery exists shall not be considered an unclaimed bailment under any circumstances.
  - b. The first thirty (30) days following the conclusion of the Display Period shall constitute the Unclaimed Bailment phase, during which Artifakt may sell unclaimed artwork at an increased profit share of 80% of the sale price. Artifakt shall also be entitled to change the sale price of any piece or pieces of unclaimed artwork at will.
  - c. The thirty (30) days following the conclusion of the Unclaimed Bailment phase shall constitute the Transfer of Ownership phase, during which Artifakt may sell, donate, display or dispose of any unclaimed artwork without any liability to the Artist(s) whatsoever. During the Transfer of Ownership phase, no royalty shall be owed to the Artist(s) from any sale of unclaimed artwork whatsoever. The thirty (30) day Transfer of Ownership phase shall constitute the final opportunity for the Artist(s) to make arrangements with Artifakt and its staff for the collection of submitted and unclaimed artwork.
  - d. Upon the conclusion of the Transfer of Ownership phase, any and all bailments still unclaimed (Sixty (60) days following the conclusion of the Display Period) shall cease to be the property of the Artist(s). All ownership rights shall immediately transfer to Artifakt and the Artist(s) shall no longer have any claim whatsoever to the unclaimed artwork.
  - e. Any attempt by the Artist(s) to collect an unclaimed bailment during either the Unclaimed Bailment phase or the Transfer of Ownership phase shall initiate a three-day suspension of the current phase, during which time the unclaimed artwork shall be governed by the same terms of agreement in place during the Display Period.

Artist Initial: \_\_\_\_\_

Artifakt Director Initial: \_\_\_\_\_

- 8.) I (the Artist) hereby agree to release The Robert Daniel Gallery, Artifakt, and all associated staff, coordinators and volunteers from all responsibility for any damaged, stolen or misplaced artwork during the opening of the show and any time after the opening, until I reclaim the artwork.
- 9.) I (the Artist) hereby consent to the online sale (via ecommerce) of my valuable artwork on Artifakt's web site, [www.artifaktart.org](http://www.artifaktart.org), according to the following provisions:
- a. Artifakt shall be entitled to make any piece of artwork submitted by the Artist for display at Artifakt Art Show available online for sale to the public, beginning on the above-signed date, and concluding on the date set forth in section 4 of this agreement (Display Period);
  - b. Artifakt shall be entitled to 40% of all profits from the sale of any artwork online through Artifakt's web site, [www.artifaktart.org](http://www.artifaktart.org);
  - c. Artifakt shall select artwork for sale online at its own discretion, and shall not be required to select pieces of artwork for sale online that do not meet the approval of Artifakt's directors;
  - d. Upon the conclusion of the Display Period, Artifakt reserves the right to continue selling the Artist's artwork online until a request is made in writing (email will suffice) to remove said artwork from Artifakt's website;
  - e. In the event of a sale made by the Artist (not conducted online), the Artist shall be required to inform an Artifakt Director by phone or in writing (by email or SMS text message) within four hours of the sale;
  - f. All images contained within the Artist's artwork are the property of the Artist or Artists involved in the production of the painting and used by permission thereof;
  - g. Force Majeure: Neither of the contractual Parties shall be liable for not fulfilling the obligations hereunder as a result of natural disasters, war, government interference or other events unforeseeable, unavoidable and insuperable by the Parties. However, the Parties shall provide within 7 days the valid documentary evidence issued by the notary department of the place where the force majeure event occurs.

Signed,

Artist's name: \_\_\_\_\_ Date: \_\_\_\_\_

Artifakt Director: \_\_\_\_\_ Date: \_\_\_\_\_