



Agreement for Artist

Agreement, made effective as of _____, by and between **Assunta Fox Art, Inc. also doing business as Assunta Fox Gallery** a corporation duly organized and existing under the laws of the State of California, hereinafter referred to as **Assunta Fox Art, Inc.**, and

_____ with a residence of _____

hereinafter referred to as **Artist**.

Recitals

The parties recite and declare:

- A. **Assunta Fox Art, Inc.**, is engaged in the business **Fine Art Sales and Services**, and maintains an office/gallery at 209 N Main Street & 214 N Bush Street, Santa Ana 92701 in the State of California.
- B. **Artist** has knowledge, skill, experience and talent in the field of **Art**.
- C. **Artist** is willing to showcase and provide paintings/and/or/works of art for sale at any Assunta Fox Gallery location.

For the reasons set for the above, and in consideration of mutual promise and agreements set forth in this agreement, **Assunta Fox Art Inc.** and **Artist** agree as follows:

- A. **Artist** agrees to pay a fee of not less than \$765.00 which will be due at the signing of this contract, prior to the scheduled exhibit. If your representation fee is paid in full when we receive your agreement, we will provide you with an exhibition date. Exhibitions take place two to four months after agreement begins.
- B. **Artist** agrees to pay to **Assunta Fox Art Inc.** a commission of 35% of the total sales of art sold on their behalf by **Assunta Fox Art Inc.** Thus Artist agrees to take as complete payment 65% of the total sale of their art sold on their behalf by **Assunta Fox Art Inc.**
- C. **Assunta Fox Art Inc.** agrees to provide Artist with exhibit space for up to five art pieces at any Assunta Fox Gallery location at any in the State of California. Square footage shall be contracted individual to each artists needs. Monthly fee can be adjusted to reflect art larger than 40"x60".
- D. **Artist Representation by Assunta Fox Gallery** include design and distribution of up to 1,000 color card invitations for your opening exhibit, internet representation for one year and press releases of your participation.
- E. **Artist** can be invited to participate in juried exhibitions, take advantage of a visiting artist residency with lodging, studio time and exhibit. **Artist** will be invited to join the other artists for marketing opportunities in publications. There are additional fees charged to the artist for juried exhibitions, residencies with lodging and participation in marketing through publication. Artist will agree to these fees if they request these additional services.
- F. **Artist** is required to provide for their own individual insurance on art work held on their behalf at the **Assunta Fox Gallery**.
- G. **Artist** is responsible for all arrangements and cost of framing, initial packing and shipping of your art work to and from the gallery.
- H. **Artist** agrees to follow all **Assunta Fox Gallery** instructions regarding the various aspects of your exhibition.
- I. **Artist** will supply **Assunta Fox Gallery** with a sufficient number of visuals as requested.

This agreement shall commence on _____ and terminate on _____ subject however, to prior termination as provided in this agreement.

Susan Volpe' Incorporator/Owner

Artist

Please send the following

1. The signed representation agreement.
2. The representation fee, in full.
3. Up to 15 images of your artwork, a CD/JPG's formatted at 300 dpi for print (you may submit images of new work during the course of your representation). You will need to submit the selected, original artwork, prior to your exhibition.
4. Your price list, if you do not have an established price list, we will price your work once representation begins.

ART PRESENTATION CONSENT

I agree to have images of my artwork placed on the Internet and I understand that Assunta Fox Gallery is not liable for any infringement of my copyright as a result of placing my artwork on the Internet.

I understand that visuals (slides, photos) of my artwork may be lent to galleries, art magazines and various prospective buyers such as corporation, interior designers and art consultants. I will not hold Assunta Fox Gallery liable for any infringement of my copyright.

Please note – We are not aware of a single case of such infringement. While there is a slight risk that third parties may violate an artist copyright, it is not possible to sell your art or advance your career without taking this slight risk.

Please make check or money order payable to Assunta Fox Art Inc.

CONTACT INFORMATION
PRINT PLEASE

NAME _____

ADDRESS _____

CITY _____

STATE _____ **ZIP CODE** _____

COUNTRY _____ **PHONE** _____

EMAIL _____

WEBSITE _____

On Behalf of Assunta Fox Art and Gallery
Susan Volpé Incorporator/Owner _____

Artist

Section One – Assignment

The rights and duties of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or any other person, firm corporation or any other entity without the prior, express and written consent of the other party.

Section Two – Sub-Contractor

The parties enter into this agreement with the express intention of creating a general contractor – sub-contractor arrangement and not an employer-employee arrangement.

Section Three – Income Tax

Artist accepts responsibility for compliance with all income tax law requirements of the United States and the income tax laws of any state or political subdivision in which **Artist** receives money under this agreement.

Section Four – Attorney Fees

In the event that any action is filed in relation to this agreement, the prevailing party, in addition to all sums that may be awarded shall be entitled to a reasonable sum for attorney's fees.

Section Five – Choice of Law

It is the intention of the parties that this agreement, the performance under this agreement, and all suits and proceedings under this agreement shall be construed in accordance with and pursuant to the laws of the State of California.

Section Six – Modification of Agreement

Any modification of this agreement shall be binding only if evidenced in writing and signed by each party.

**On Behalf of Assunta Fox Art and Gallery
Susan Volpe' Incorporator/Owner**

Artist