

Operational Policy and Display Agreement

This Agreement is entered into on _____ between Vantage Point Art, LLC (Owner) and _____ (Artist) regarding display at Vantage Point Art Gallery (Gallery), located at 107 W. California Street, Gainesville, Texas 76240.

Overview:

Vantage Point Art Gallery is a privately owned gallery to provide artists in the Gainesville and surrounding areas an opportunity to display and sell their works and creations. The Gallery is a retail storefront business with individual rental space for each artist. It is dedicated solely for the purpose of selling custom, original works made by individual artists. Resale of other's products are not allowed.

Vantage Point Art Gallery is owned by Vantage Point Art, LLC. Lanie Vargas and Christiane Schmidt are the sole Owners and are working artists and residents of Cooke County.

Hours of Operation:

The hours of operation are Wednesdays-Saturdays from 10am – 5pm. Hours may vary to coincide with special seasonal events, downtown Gainesville events or other times that may be advantageous to the artists.

Display Areas:

Wall space is available for hanging artwork, and Display shelving is provided for pieces that do not hang. Display shelves and wall spaces vary in size and price. Wall space has adjustable hanging clips for a variety of display arrangements.

Fees & Rental Rates:

Upon acceptance to participate in the Gallery, the Artist will make a **refundable deposit** equivalent to one month's space rental. The rate the Artist pays per month is dependent on the number of shelves and/or wall space size rented. Smaller wall space or floor space can be arranged with a reduction in monthly rental fee on a case-by-case basis.

Space rental begins with a 3-month commitment, payable on a month-to-month basis. After the initial 3 months, it transitions to a month-to-month arrangement without further obligation.

Rental payments to Owners are due on the **first day** of each month. If the Artist fails to pay rent in full within 3 working days of due date, a late charge of \$10.00 will be assessed, \$20 will be assessed after the 15th of the month. No working discount will be applied to late fees. If any check offered by Artist to Owners in payment of rent or any other amount due under this agreement is returned insufficient funds, a stop payment, or other reason, Artist will pay Owners a returned check fee of \$50.00. Any late rental payment charge or returned check fee assessed under this provision will be automatically deducted from that month's sales proceeds check if not paid beforehand.

In addition to the monthly rental cost, a **commission of 10%** on sales will be assessed. This commission helps cover credit card processing and bookkeeping costs.

Pricing & Taxes:

Each Artist is expected to price and tag their products with the tags that are provided by the Gallery for uniformity of display. In accordance with Texas State Law, the Gallery **WILL** collect and pay taxes for the Artist. Each Artist will receive a sales summary report after the end of each month the Artist has a sale, which notates the taxes paid on their behalf. The Gallery will provide the equipment to make credit/debit card and cash purchases. The Gallery has exclusive right to transact and close all sales on behalf of the Artist that take place within the Gallery building. All sales must go through front desk sales, NO EXCEPTIONS. Violations of this rule may result in immediate termination of this agreement. Artwork displayed at the Gallery will be considered sold at the Gallery, regardless of origin of transaction (artist's website, social media or otherwise). Artwork may be subject to property tax appraisal and assessment by Cooke County Appraisal District.

Artist Selection and Display:

Participation in the Gallery is contingent on the approval by the Owners. Care is taken to have a variety of works displayed for sale. Artists are required to complete a Request for Participation and submit photos of examples of their work. Owners reserve the right to make final selection of which works are included and has the right to remove any item(s) deemed not suitable for the Gallery or any item deemed to be offensive.

Wall art must be hanging ready with wires.

Artists are expected to rotate out artworks displayed in their rented space at least once a quarter to ensure new selections are displayed for viewing throughout the Gallery.

Artwork change-outs will happen on a single day each quarter for all artists.

This applies to artists displaying on walls who need to remove all their artwork and adjust wires to accommodate their new pieces. For safety reasons and to protect your artwork, the gallery will be closed to the public on this day, as ladders will be in use and artwork may temporarily be on the floor. If you're unable to participate on the scheduled day, you can still switch out artwork, but it must be the same size to avoid moving wires or requiring the large ladder.

The Artist must use the display shelving provided by the Gallery unless prior approval is obtained in certain circumstances for Artist's personal display mechanism. The display shelving remains the property of the Gallery and shall not be removed in the event of a termination of this agreement.

Compensation, Employees, and Work Requirements:

There are no employees. There is limited availability to work one (1) day a month at the Gallery for 50% reduction in monthly rental fee per space. Must work one day per space to apply the discount to each space. There is no compensation for working other than reduction of monthly rental fee. For the artists working at the Gallery, the coordinated work schedule will be arranged with the Owners.

Sales payout to artists are made by the end of the following month. Each Artist will receive a sales summary report after the end of each month the Artist has a sale. 90% commission after taxes is paid to the artist.

Storage and Inventory:

Artists are allowed one (1) plastic tote for storage at the Gallery if desired. No cardboard boxes will be allowed. Inventory is the responsibility of the artist to maintain for their own records.

Operation Training:

Artists who will be working in the Gallery will receive training on opening and closing, the use of any equipment, and how to process a sale.

Advertising & Promotion:

The Gallery will use Facebook, Instagram and Gallery website among others for promotion of artworks and artists. The Gallery is a Gainesville Area Chamber Member and participates in Downtown Gainesville marketing and advertising opportunities. Success of the Gallery also depends on Artists promoting their work and display at Vantage Point Art Gallery.

Website Product Listing:

Artwork may be listed for sale on the Gallery website. All artwork sold through the Gallery website will be subject to the following: The gallery will retain a 40% commission on all works sold via the website. Please adjust your asking price accordingly to account for this commission. The least art price to be sold on the website is \$1,670, ensuring a \$1,000 commission to you as the artist. The gallery will collect shipping and handling fees directly from the buyer. These fees will cover the cost of packaging and shipping the artwork to its destination.

Art Classes:

Artist may choose to teach classes in the workshop area. Artist shall be responsible for determining class type, cost per person attending, materials needed or provided, and age range and maximum number of attendees. Gallery shall be responsible for attendee registrations for classes. A commission of 20% shall be assessed on all art class registration fees. Gallery shall have the final determination to set the schedule for workshop classes. Artists who schedule a class must agree to teach, even if only one student registers. This helps ensure the gallery minimizes cancellations.

Liability:

The Gallery is covered by premises liability insurance. Gallery coverage includes insurance coverage of contents owned by the gallery. The Artist is responsible for any additional insurance on their products as they desire.

The Artist agrees to comply with all ordinances, laws, regulations, and codes of the United States, Texas, and any other government body which have jurisdiction over leased premises.

Duration and Termination:

Space rental begins with a 3-month commitment, payable on a month-to-month basis. After the initial 3 months, it transitions to a month-to-month arrangement without further obligation. A 30-day written

notice by either Artist or Owners is required in the event that either party wishes to terminate the display agreement. Failure to provide 30-day notice will result in forfeiture of deposit amount. However, failure to pay rent within 5 days of the due date may, at Owners' discretion, result in the immediate termination of this agreement.

Owners have the right to terminate agreement and remove Artist display for any breach of any condition of this Agreement. The Artist will be held responsible for all costs incurred by the Owners in doing so, including any rent owed.

Entire Agreement:

This document constitutes the entire Agreement of the parties. No promises or representations, other than those contained here and those implied by law, have been made by Owners or Artist. In the event any section of this agreement is held to be invalid, all remaining provisions will remain in full force and effect.

Specific Terms:

Payment:

Artist will pay Owners a monthly rent of _____, payable in advance by the **first day of each month**. Rent will be paid to the Gallery or mailed to 107 W. California Street, Gainesville, TX 76240. The Gallery will accept payment in form of cash or Venmo (to @VantagePointArt) or check made payable to "Vantage Point Art Gallery".

Space:

The space to be rented under this Agreement, designated as display/shelf area number(s) _____. All items must be located entirely within said space and shall not encroach on aisles or adjacent spaces.

Artist Name (Printed): _____

Artist (Signature): _____

Date: _____

Address: _____

Phone Number: _____ Alternate Phone (optional): _____

E-Mail: _____

Tax ID Number (if applicable): _____

Preferred method of receiving pay out from sales: (circle one)

Cash Check Venmo (list username) _____

(1) Owner: _____ Date: _____

(Signature)