

## Operational Policy and Display Agreement

This Agreement is entered into on \_\_\_\_\_ between Katie Brinkley 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 works made by individual artists. Resale of other's products are not allowed.

Vantage Point Art Gallery is owned by Katie Brinkley Art, LLC. Katie Brinkley is the sole owner and is a working artist and resident of Cooke County.

### Hours of Operation:

The hours of operation are Wednesdays, Thursdays, Fridays, and Saturdays from 10:00 a.m. until 5:00 p.m. 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 and are notated on the included gallery diagram. 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.

Rental payments to Owner are due on the **first day** of each month. Pay out to artists will be made by the 8<sup>th</sup> of each month. If Artist fails to pay rent in full within 3 days of due date, a late charge of \$10.00 will be assessed. If any check offered by Artist to Owner 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 Owner 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.

**Artist Showcase:**

Artist Showcase events can be arranged with the Gallery for a fee and scheduled for an agreed upon date/time between Owner and Artist. This will be offered in two packages:

*Basic:* Fee of \$100

- Artist sets up for event and cleans up, pays for and arranges any desired catering and/or other add-ons. Owner will be present for entire event for processing sales and will promote showcase event.

*Full Service:* Fee of \$300

- Artist brings artwork for showcase display to Gallery and pays for desired catering and/or other add-ons. Owner sets up for event, coordinates catering and/or other add-ons, is present for entire event for processing sales, cleans up after event, and will promote showcase event.

**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. Artist will receive a report of 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 Owner. 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. Owner reserves 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.

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.

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. 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 Owner.

**Storage and Inventory:**

Artists are allowed one (1) plastic tote for storage at the Gallery if desired. No cardboard boxes will be allowed. Artist is required to provide an updated inventory record of items showcased in the Gallery. Inventory shall be updated monthly to best reflect the current items held. This requirement ensures that the Artist maintains an accounting of their products and satisfies requirements for insurance purposes.

**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 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 Artist promoting their work and display at Vantage Point Art Gallery.

**Liability:**

The Gallery is covered by premises liability insurance. Gallery coverage includes insurance coverage of contents. The Artist is responsible for any additional insurance on their products as they desire. Artists are not responsible for negligent or intentional acts of patrons at the gallery.

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:**

Rent of space/shelf is on a month-to-month basis. A 30-day written notice by either Artist or Owner is required in the event that either party wishes to terminate the display agreement. However, failure to pay rent within 5 days of the due date may, at Owner's discretion, result in the immediate termination of this agreement.

Owner has 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 Owner 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 Owner 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 Owner 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, Venmo (to @KBBrinkley) 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) \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

**ARTIST REQUEST FOR PARTICIPATION**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE #: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DESCRIPTION OF ITEMS TO BE SOLD AT VANTAGE POINT ART GALLERY:

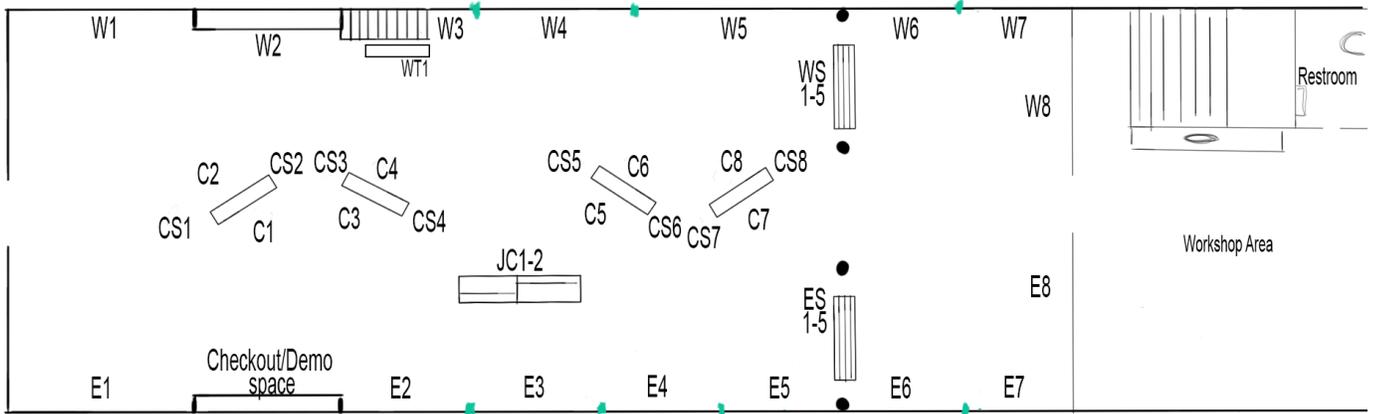
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHOTOS SUBMITTED BY EMAIL TO [info@vantagepointart.com](mailto:info@vantagepointart.com) YES \_\_\_\_\_ NO \_\_\_\_\_

If no, date to be submitted: \_\_\_\_\_

REQUEST COMPLETED BY (SIGNATURE): \_\_\_\_\_

***Please email a short bio and photo for use in promotion and display at Gallery.***



Space Name	Dimensions (LxH inches)	Price
W1	129 x 102	\$ 125.00
W2	102 x 78	\$ 80.00
W3	120 x 117 tallest (along stairs)	\$ 70.00
W4	95 x 117	\$ 90.00
W5	95 x 117	\$ 90.00
W6	76 x 117	\$ 75.00
W7	76 x 117	\$ 75.00
W8	108 x 117	\$ 100.00
E1	124 x 102	\$ 125.00
E2	67 x 117	\$ 75.00
E3	67 x 117	\$ 75.00
E4	67 x 117	\$ 75.00
E5	67 x 117	\$ 75.00
E6	77 x 117	\$ 75.00
E7	77 x 117	\$ 75.00
E8	99 x 117	\$ 100.00
C1	48 x 96	\$ 50.00
C2	48 x 96	\$ 50.00
C3	48 x 96	\$ 50.00
C4	48 x 96	\$ 50.00
C5	48 x 96	\$ 50.00
C6	48 x 96	\$ 50.00
C7	48 x 96	\$ 50.00
C8	48 x 96	\$ 50.00
CS1	18x96	\$ 20.00
CS2	18x96	\$ 20.00
CS3	18x96	\$ 20.00
CS4	18x96	\$ 20.00
CS5	18x96	\$ 20.00
CS6	18x96	\$ 20.00
CS7	18x96	\$ 20.00
CS8	18x96	\$ 20.00

Shelf Spaces	Dimensions (L x W inches)	Price
WS1	47 x 11 width	\$ 20.00
WS2	47 x 11 width	\$ 20.00
WS3	47 x 11 width	\$ 20.00
WS4	47 x 11 width	\$ 20.00
WS5	47 x 11 width	\$ 20.00
ES1	47 x 11 width	\$ 20.00
ES2	47 x 11 width	\$ 20.00
ES3	47 x 11 width	\$ 20.00
ES4	47 x 11 width	\$ 20.00
ES5	47 x 11 width	\$ 20.00
JC1	71 x 11	\$ 35.00
JC2	71 x 11	\$ 35.00
WT1	71 x 13.5 width	\$ 35.00