

# upstairs [artspace]

## LETTER OF AGREEMENT

Artist/Lender Name:  
Address line 1:  
Address line 2:  
home phone:  
e-mail:  
mobile

**Exhibit Facility:** Upstairs Artspace (herein referred to as "UA")  
49 S. Trade Street  
P. O. Box 533  
Tryon N.C. 28782  
828.859.2828  
frontdesk@upstairsartspace.org

**Exhibit Title:**

**Exhibit Dates:** from (mm/dd/yyyy) to

**Delivery of Work:** from to

Open Studio Date 1:

Open Studio Date 2: from to

Date of opening reception: from to

Date closing reception: from to

**Picking Up Work:** from to

1. The Artist/Lender will provide UA with a signed copy of the this **Letter of Agreement no later than:**

2. The Artist/Lender will provide UA with an updated bio and/or statement prior to the exhibit by:

3. UA is responsible for announcements, paid advertisements, and a public reception; each of these items is UA's option. The Artist/Lender must get approval from UA before distributing any promotional (printed or social media) materials generated by anyone other than UA.

4. UA provides a support and sales staff, free publicity (i.e., newspaper articles, listings, Facebook, UA website, etc.). UA will also send electronic mail messages announcing events relevant to the exhibition such as receptions, gallery talks, and educational programming.

5. **Artist/Lender must provide UA with at least three (3) digital images of work in the exhibit** or on studio tour delivered either electronically via email, no later than **Friday, June 30th.**

and initial here:

Artist/Lender

Each digital image should be clearly labeled with the artist's name, title, media and date. Images must be high resolution (minimum 300 dpi) and sized 3 x 5 or larger. Acceptable image formats are PDF, TIFF, or JPG, No slides or photographs, please. UA may reproduce submitted image(s) for publicity purposes only, including the UA website, and other social media.

6. The Artist/Lender agrees to provide UA with 3 works of art for the exhibit which UA will display as space allows; option of up to two for the upstairs and one for the silent auction. The artist agrees that the term of consignment is for the duration of said exhibit, as indicated above, except by agreement of both parties. The artist/lender appoints UA as agent for the works of art consigned under this agreement, for the purposes of exhibition and sale. Exhibited work must be available for purchase unless a special arrangement has been made between UA and Artist/Lender.

7. The Artist/Lender consigns to UA, and UA accepts on consignment, the works of art listed on a separate inventory sheet. **The Artist/Lender will complete a copy of the Inventory when the work is delivered to UA.** The Artist/Lender confirms that he/she possesses the unencumbered title to each piece listed on the inventory sheet, and the description of each piece is true and accurate.

8. The installation of the exhibit is the responsibility of UA staff. **All art must be properly labeled with name, title, media, and date. Any art, 2D or 3D, that is to be installed on gallery walls must be wired for hanging; otherwise, it may not be included in the exhibition.** Special hanging requirements may require participation of the artist or his/her designee during installation. Please refrain from using sawtooth hangers

9. The Artist/Lender receives **sixty percent (60%) of the net sale price** (UA members can receive up to a maximum 10% discount) if the loaned work sells. Payment to the Artist/Lender is made by UA within fifteen (15) days of the close of the exhibit. UA will use its best efforts to promote the sale of the Artist/Lender's work and will undertake other promotional activities on the Artist's/Lender's behalf as deemed appropriate. Artist will also receive sixty percent (60%) of silent auction sales.

10. The artworks shall be maintained in the condition in which they were received by the Lender. The artwork shall not be unframed or removed from mats, or mounts for any purpose whatsoever, or repaired, retouched, or altered in any way, or transported in damaged condition except with the prior express written permission of the Lender.

11. UA will be responsible for the safekeeping of all consigned works of art and will be strictly liable to the Artist/Lender for loss (except for damage resulting from flaws inherent in the works of art), to the full amount the Artist/Lender would have received from the UA if the works of art had been sold, or the actual cost to repair the work.

12. The Artist/Lender is responsible for packing and picking up the work at the end of the exhibit. Unsold work must be removed from UA at this time. Work not picked up within ninety (90) days after the closing date of the exhibition will become property of the Upstairs Artspace.

**I will participate in the Silent Auction: YES\_\_\_\_\_**

\_\_\_\_\_

Date

\_\_\_\_\_

Upstairs Artspace Representative

\_\_\_\_\_

Artist's/Lender's signature

\_\_\_\_\_

Artist's/Lender's Social Security #

(Necessary in the event of sale. Astist has option to withhold SS# until sales become final)