



## WORKING ARTIST Non-Exclusive BROODER GALLERY LEASE

**Brooder studio # \_\_\_\_\_**

This Agreement is made as of this \_\_\_\_day of \_\_\_\_\_, 2015, between \_\_\_\_\_ residing at \_\_\_\_\_,city\_\_\_\_\_, state\_\_\_\_\_ (hereinafter referred to as the "Artisan or Artist"), and December Gallery, LTD, d.b.a. Calico Gallery, (hereinafter referred to collectively as the "Gallery") located at 125 Kemp Lane, Easton, MD 21601. Throughout this Agreement, the terms "Works" and "Work" refer exclusively to the specific works the Artist, as Lessee displays at the Gallery.

***Brooder Gallery Objective:*** The "Brooder" Gallery was built to fulfill many requests from folks who work at making unique craft art. The focus of the Brooder should be to interest, educate, entertain and sell to guests while visiting Le Hatchery. Our wish is for all of Le Hatchery Galleria to be a fun & relaxed environment where customers are comfortable in their surroundings. Artisan interaction will assure that gallery friends enjoy their visit and that they will spread the word about this wonderful new venue. We expect the artisan to be a part of the everyday operation of the gallery during "open" hours of operation. The artisan's resulting work should be saleable product that would help attract customers to the gallery.

The Artist or Artisan wishes to work/create his/her Works at the Gallery in the above Brooder Studio space for a term as defined herein, and therefore, both parties agree to the following terms:

1. ***Display Area:*** The Gallery shall provide the Artist an opportunity to display his/her works in areas of the Brooder Gallery studio, and the exterior walls at the entrance to the Brooder Gallery. The display area will be agreed to, based on availability with regard to the area of display. Artist shall display no less than five (5) works of art, which shall be rotated no less than every 30 days.
2. ***Rent:*** The Gallery shall provide the Artist with a work space For \$120.00 per month. Work area shall be defined as a 7' x 10' area. In receipt of this work area, the Working Artist agrees to be on site, working in their respective art form and/or product, no less than 40 % of the open hours of the Gallery.
3. ***Advertising Fee:*** In addition to the rental amount identified in Item 2 above, the Artist agrees to pay in advance for a three month period an additional advertising fee of \$5 per month. It is understood and agreed by all parties to this agreement that the advertising fee paid by the Artist to the Gallery will be matched, dollar for dollar, by the Gallery and the owner of the building, Le Hatchery, Robert Porter. Such fees collected shall only be used for the marketing and advertising expenses of Le Hatchery Galleria.
4. ***Lease Term:*** The Lease Term is Three Calendar Months. Upon expiration of the lease term, unless Artist has given no less than 30 days advanced notice to execute a new three-month lease, Artists agree to remove all Works on the last day of the term of the existing lease and acknowledge that failure to remove Works timely may result in the Gallery removing and storing such Works. Works may not be left on the premises following the end of the term. Gallery shall not be responsible for any damage to the Works while on display or in storage following the end of the term. Unless the Gallery has agreed to other terms to hold and/or store the Works following the end of the lease term, any Works left longer than five (5) months following the expiration of the lease term will become the possession of the Gallery.
5. ***Utilities:*** If the on-site work performed by the Working Artisan/Artist requires the use electricity above that of an oil, water color, pastel, cold glass artist, an agreed upon "Utility fee" will be required to be paid to directly to Bob Porter, owner of the Le Hatchery.

6. **Appointment:** The Artist hereby appoints the Gallery, and the Gallery hereby accepts such appointment, to serve as an agent and representative of the Artists with respect to Works created by the Artist, and displayed for sale in the space rented by the Artist.
7. **Publication:** Artist/Artisan grants the Gallery the right to publish the name, likeness, and biography of the Artist and to reproduce and distribute material incorporating photographs of the Artist's Works for the purpose of representing the Artist and promoting the Artist and Gallery.
8. **Inventory:** Artist shall supply Gallery with an inventory list of all Works brought to the Gallery, including those Works brought to replace any Works sold from time to time, by fully completing the inventory form supplied by the Gallery. Prices on the inventory will indicate the sale price of each work of art. No discount will be offered or granted without the express prior approval of the Artist. Gallery reserves the right to refuse hanging any Works it deems in appropriate or offensive. Artist is required to rotate inventory no less than every 60 days and provide the Gallery with an updated inventory list upon any change in inventory.
9. **Labeling:** Sale Price labels indicating the title of the work, medium, artist's name and sale price will be provided to the Artist by the Gallery.
10. **Commission:** The Artist acknowledges and agrees to a Commission of 30% on any Works of the Artist sold by the Gallery on the Artist's behalf during the term of this Agreement. A "sale" shall be deemed to have taken place when a buyer makes a payment on the Artist's Work. The commission referred to in this paragraph shall be considered earned by the Gallery when the sale takes place.
11. **Payment to the Artist:** The Gallery shall calculate the amount due the Artist at the end of the month for the preceding month, and remit payment to the Artist the balance of the Artist's Sales Price, less Sales Tax and Commission no later than the 10<sup>th</sup> of the following month by check. Artists shall have the responsibility to provide complete contact information, to include a current address, phone number, and email.
12. **Warranty.** The Artist hereby warrants he/she has sole unencumbered title to the Works and that the Works are original and do not infringe upon the work of any other person, and are free of all liens.
13. **Insurance:** Artist shall be responsible solely for any and all delivery, packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery or hanging of Works during the duration of the term of this Agreement. The Gallery will take all reasonable care in the safekeeping of all Works while they are in its custody. Artist is encouraged, at his/her option, to insure their Works against all risks for their full value shown on the inventory list.
14. **Purchase by Gallery.** The Gallery, with the written consent of the Artist, where consent shall not unreasonably be withheld, may from time to time purchase for cash (or by credit to the Artist's Sales Account) any of the Artist's Works for its own account at 70% of the Sales Price. In the case of sales by the Artist to the Gallery under this paragraph, the Gallery shall receive no commission and the total proceeds of such purchase by the Gallery shall be credited to the Artist's Sales Account.
15. **Entire Understanding.** This Agreement contains the entire understanding of the parties and may not be changed or amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

By: \_\_\_\_\_

Gallery Representative: \_\_\_\_\_

Print Name/Title

\_\_\_\_\_

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

Print Name

**INVENTORY**

FOR \_\_\_\_\_

Artist Name: Please Print

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

<b>No.</b>	<b>Description/Title of work</b>	<b>Medium</b>	<b>Price</b>	<b>Insurance Valuation</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

Continue on second page if more space is needed.

Note: Any additional pages needed should continue the numbering sequence, beginning with #23. Additional inventory sheets can be provided by the Gallery. Please add Artist's name on each additional sheet.