

Allure Art Center

The Art Center is located in the heart of White Stone, VA and the Chesapeake Bay region. This location provides a very high visibility traffic location and is also served by a stop on the Triangle Trolley. Our mission is to provide a multifaceted venue for area artists and artisans to gain exposure, network, collaborate and further their craft and in turn enhancing our community. We hope that you consider joining and participating in this new venture.

Gallery Rental: Shared Exhibit Space (Not Artist Exclusive Show)

Main Gallery – (First Floor front room – approx 1,200 sq ft)

In order to try and be flexible and offer artists options, we have two plans to choose from in both wall space and floor space. A monthly fee plus small commission or no monthly fees and standard commission.

Gallery Fee+ - \$30 month plus 18% commission on sales

Gallery Fee% - No monthly fees, 35% commission on sales

Allure Art Center uses a professional gallery wall track hanging system with J-end cables, rods and sliding hooks in silver stain finish. The gallery also features new, gallery approved, LED lighting systems to provide the best environment for the works. Artwork to be hung that exceeds 30 pounds requires advanced notice and approval. We have several pedestals available for the display of small 3 dimensional works. Medium to large 3 dimensional works or heavy 3D works may require you to supply appropriate pedestals or tables. Any pedestals, tables or artwork deemed to possibly cause damage to the floors or walls of the gallery will have to provide adequate protection or may not be allowed. All installations should be discussed with gallery staff ahead of time to ensure all issues are addressed. Gallery staff will work with artist to make reasonable accommodations. The actual assigned exhibit spaces will be determined by art center staff. We will take into consideration the compatible placement of your works along with other works in the center. The gallery is handicap accessible and has a ramp into the building that can be used for loading. Artist is required to remove items after exhibit term promptly as there is little storage space in the gallery. The Art Center is equipped with a new monitored security, video and fire system.

Artists who wish to be a part of an exhibit or wish to do a one person show must be an artist who lives and works in Virginia and the work submitted for consideration must be of a professional level quality. Artists who intend to exhibit at the Allure Art Center must submit clear images or video of three pieces of work that best represents the work they plan to exhibit in the center to be reviewed and approved by the art center jury panel via our email address or a link to a website or social media site where their work can be reviewed by our juror panel. The images must be of sufficient size and quality to be judged effectively. *The decision of the jury panel to accept or decline the work is final. If accepted, all work in the exhibit must be reflective of the works presented and the jury panel reserves the right to ask for removal of any work that is determined inappropriate.* All artists working in fine arts, music, performance and fine crafts are eligible to include such work as ceramics, all kinds of sculpture, glass, film, video, and more. Artist submission will be reviewed and notice will be given within 2 weeks. If submitting a one person show proposal the artist should include an artist statement on the show and works along with number of pieces.

Artist or their representatives are allowed, and artist are encouraged if they prefer, to be on-site to interact with gallery visitors. *The Art Center will handle their sales, the commission will be deducted from the sale along with applicable state sales tax, card fees and any shipping required. Artist are required to provide the gallery with an Artist profile/bio, along with a listing of pieces, their title and pricing. All artwork must be available for purchase. All 2D artwork must be either professionally framed or gallery wrapped and appear professional. Artist should ensure that the work is clean, not damaged, no defects or wear showing. No matted only work or work showing staples or tape.* Allure Art Center will regularly market and post information related to all exhibits on the Allure website, social media sites, and send out press releases to our email list and the area media. For more information call or email at 804-323-3169 or info@allureartcenter.com

Approved Exhibiting Artist

The artist must present the following information two weeks before the artwork is to be exhibited.

- A complete checklist of works containing the title, year, medium, dimension and price of each work.
- Artist resume, bio or CV and if desired an artist statement in word document format.
- All artists must provide an address, phone number, and email that will be valid through their exhibit. To ensure timely notification and communications, it is the artist's responsibility to update us of any changes in contact information that occurs during the exhibit. Artist should include a current W-9 form.

Artists grant permission to Allure Art Center to reproduce entries for the purposes of publicity for the show in addition to listings on the center's social media and website platforms. The artist will be listed on the center's website as an exhibiting artist.

Exhibiting artists will give Allure Art Center exclusive exhibit rights to any of their work within 35 miles of our Art Center while the work is being exhibited to include RAL, Objects, Bay School, Arts on Main, Urbanna Harbour, retail and gift shops. Our regular exhibiting artists or resident artists, confirm that they will not exhibit works, be regular exhibitors, instructors or speakers in another venue within 35 miles of Allure Art Center in the Middle Peninsula and Northern Neck as long as they are a regular exhibiting artist at Allure Art Center to include the lists mentioned previously. Artists agree to keep confidential and not share any aspects of Allure Art Center operations, marketing, artist lists, exhibits and programs with other venues. If a work of art in the exhibit results in a sale within 30 days following the exhibit as a direct result of the work being seen at our gallery or as a result of our marketing, then the Art Center is to be compensated with the applicable commission. Any known violation of this policy will result in the artist's losing future exhibition privileges. Exhibits are for 30 days unless otherwise agreed upon and work is to remain through the end of the exhibit.

Artists certify that the work to be exhibited is of their own creation and an original. Reproduction prints and Giclée will not be accepted for exhibition except in the case of photography. Reproduction prints in small formats to be displayed in a retail bin setup may be submitted only in conjunction with original works and only with prior approval from the Art Center. Framed wall hung entries must be suitably framed for hanging. Work with impaired frames will be rejected. Although the greatest of care will be taken and every precaution to protect works, Allure Art Center will not be responsible for or assume any liability for any type of loss or damage to entries and work is not insured by the Art Center.

Uniqueness of Show - The body of work in the exhibition should not be work that has been previously exhibited in the area within 35 miles in the previous six months. All work in the exhibit should have been created in the past two years when possible. The Art Center's mission is to bring new work to the area, not work previously shown. Proposals must accurately reflect the nature of the works proposed to be presented in the show. If a proposal is accepted and the works brought to the gallery for hanging prior to the show are not consistent with the nature and quality of the works presented in the proposal, the center reserves the right to cancel the show.

The artist also agrees to the following:

- Must be present for the opening reception to interact with gallery visitors and assist with reception
- Should assist in providing food or drinks for the opening reception when requested
- To provide an email list of people/patrons they want to receive an invite
- Assist in marketing the exhibition through their own contacts and sales channels

Artist Signature and Agreement: _____ Date: _____

Allure Art Center Signature: _____ Date: _____

Exhibit Show Work

Artist Name	Date
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Address	City	State	Zip
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Telephone	Email	Website
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Please list the works of art to be delivered to the Allure Art Center for exhibit and sale. Artists certify that the work to be exhibited is of their own creation and an original.

Title of Work 1	Date Created
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Medium	Size	Sales Price
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Title of Work 2	Date Created
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Medium	Size	Sales Price
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Title of Work 3	Date Created
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Medium	Size	Sales Price
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Title of Work 4	Date Created
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Medium	Size	Sales Price
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If an interested buyer asks for or makes an offer on a piece of art, are you willing to accept? If so what discount % or dollar amount do you authorize the gallery staff to accept? _____
I understand that all work must remain at the Art Center until the end of the exhibition.

Artist Signature and Agreement: _____ Date: _____

Allure Art Center Signature: _____ Date: _____

Allure Art Center

ARTIST-GALLERY CONTRACT WITH RECORD OF CONSIGNMENT

_____, NAME hereinafter referred to as the "Artist", located at
ADDRESS _____ and Allure Art
Center, hereinafter referred to as the "Gallery", hereby enter into the following Agreement:

1. WARRANTY. Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.
2. SCOPE OF AGENCY. Artist appoints the Gallery to act as Artist's non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit and sell any work not consigned to Gallery under this contract and within the following parameters. **Exhibiting artists will give Allure Art Center exclusive exhibit rights to any of their work within 35 miles of our Art Center while the work is being exhibited to include RAL, Objects, Bay School, Arts on Main, Urbanna Harbour, retail and gift shops. Our regular exhibiting artists or resident artists, confirm that they will not exhibit works, be regular exhibitors, instructors or speakers in another venue within 35 miles of Allure Art Center in the Middle Peninsula and Northern Neck as long as they are a regular exhibiting artist at Allure Art Center to include the lists mentioned previously. Artists agree to keep confidential and not share any aspects of Allure Art Center operations, marketing, artist lists, exhibits and programs with other venues. If a work of art in the exhibit results in a sale within 30 days following the exhibit as a direct result of the work being seen at our gallery or as a result of our marketing, then the Art Center is to be compensated with the applicable commission. Any known violation of this policy will result in the artist's losing future exhibition privileges. Exhibits are for 30 days unless otherwise agreed upon and work is to remain through the end of the exhibit.**
3. CONSIGNMENT. Artist hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in Exhibit A. Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.
4. DURATION OF CONSIGNMENT. Artist and Gallery agree that the initial term of consignment for Artworks is to start on _____ and end on _____, and that Artist does not intend to request their return before the end of this term. Thereafter, consignment may continue until Artist requests the return of any or all of the unsold Artworks, or Gallery requests that Artist takes back any or all of the unsold Artworks, with which request the other party shall comply promptly.
5. TRANSPORTATION. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to Gallery, shall be the responsibility of the Artist. Artworks are expected to be delivered to Gallery during the gallery working days and hours. For return of Artworks from Gallery to Artist shall be the responsibility of the Artist.
6. PROMOTION BY GALLERY. Gallery shall make all reasonable and good faith efforts to promote the exhibition and sale of Artworks and undertake other promotional activities on Artist's behalf.
7. PROMOTION BY ARTIST. On his/her own expense, Artist may wish to contribute to promotional campaign during the exhibition of his/her Artworks by, printing own catalogue, enlightening the opening reception by his/her own presence, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses.
8. COPYRIGHT. Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery.

9. **PRICING.** Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the Submission Form by the artist. Any change in the retail price must be agreed to in advance by Artist and Gallery.

10. **SALE.** All Gallery sales are in US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale.

11. **COMMISSIONS.** Gallery and Artist agree that the Gallery's commission is to be 35% of the retail price of each work sold. Artist and Gallery must agree to any change in Gallery's commission in advance.

12. **TERMS OF PAYMENT.** Gallery shall pay the artist all applicable funds within 30 days from the Art Center receiving funds from the buyer. All sales will have VA sales tax applied. Payments to the artist will be the sales price minus the agreed upon Art Center Commission, any applicable card fees and shipping in \$US dollars.

13. **ACCOUNTING.** Along with each payment, Gallery shall furnish Artist, when requested, a list indicating name of Artist, title of Artwork sold, date of sale, and sale price. Gallery may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks on Gallery premises and request records pertaining to sales of his/her Artworks.

14. **REMOVAL FROM GALLERY.** Gallery shall not lend out or remove from the premises any of Artworks without first obtaining permission from Artist. There is no return policy during this show on Artworks sold to the customers of Gallery.

15. **LOSS OR DAMAGE.** Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. Artwork is handled with care and expertise and with all safety measures possible, thus Gallery is not held liable for damages. Although the greatest of care will be taken and every precaution to protect works, Allure Art Center will not be responsible for or assume any liability for any type of loss or damage to entries and work is not insured by the Art Center

16. **TERMINATION OF CONTRACT.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either Gallery or Artist with 30 days advance notice, by means of notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement . Artist's emergency contact:

17. **ARBITRATION.** This Agreement shall be governed by the laws of the State of Virginia. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.

18. **MODIFICATIONS.** This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

19. **INVENTORY.** Artist agrees to provide the Gallery the following information two weeks before the exhibit:

- A complete checklist of works containing the title, year, medium, dimension, artist and price of each work.
- Artist resume, bio or CV and if desired an artist statement in word document format.
- All artists must provide an address, phone number, and email that will be valid through their exhibit. To ensure timely notification and communications, it is the artist's responsibility to update us of any changes in contact information that occurs during the exhibit.
- Artist should include a current W-9 form.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below.

_____ SIGNATURE OF ARTIST

_____ DATE OF CONTRACT

_____ SIGNATURE OF Allure Art Center Representative