

Submission Guidelines

Thank you for inquiring about submitting art for review with the Red Door Gallery. Our overall goal is to exhibit the work of emerging and established teaching artists. Work should not have been shown at any local shows or galleries within the past 2 years. This does not include private sales at your own studio unless your studio has had regular shows. We actively review work in the following mediums:

- Paintings in all mediums
- Collage
- Sculpture
- Pottery

We work very hard to promote our artists. Efforts include paid newspaper advertising, regular press releases, relationships with local institutions such as the Chamber of Commerce and The Johnston County Arts Council, and internet exposure.

To make this relationship as successful as possible it is crucial that artists contribute to the success of their showing by taking a proactive approach. We encourage artists to actively participate in reception openings, write articles and press releases for our newsletter, teach workshops etc. It has been shown that when artists get involved in their own promotion, sales can increase dramatically. We encourage you to be creative and we will support your efforts.

The following guidelines have been put together so that we can make the gallery review process simple:

Submission Format

We are always happy to meet artists but if you would like to discuss your work, please do so through the following channels and not at the gallery or on the phone. If we are interested in talking further about your work we will contact you to set up a time to see originals.

Please email us with images; website links are preferable. Please don't send large images that download slowly, those images sent anyway, will be deleted before review because they congest the email servers. Please provide information on the work such as medium, size, and if the work has been recently shown. Email to: CherylM@centerofcreativity.com

Slides and photos may also be submitted but only if you do not want them back. The gallery cannot afford at this stage to absorb these costs or be responsible for their safe return. Slides will become the property of Red Door Gallery to be used for documentation and education purposes.

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Clearly labeled slides of up to three separate works (all media), held in a slide sleeve. No glass or bent slides! Works must have been completed in the last three years and not been previously exhibited at Red Door Gallery. Label slides with your name, title, medium, size and numbers that correspond to the entry form. Indicate the top of slide with an upward arrow.

Upon acceptance into the Red Door Gallery, the artists and gallery become responsible for variety of tasks to help make your exhibit successful.

Artists Responsibilities

- Artists are required to pick up and drop off their work at previously agreed times.
- All artists are required to have their work framed or gallery wrapped.
- All artists are required to have ready to their artwork ready to hang. No saw tooth hangers please.
- Showing artists are asked to contribute at least contacts to the mailing list for your mailings
- Artists are required to attend receptions in order to be available to discuss their work with potential buyers.
- If your work is purchased after your show has been taken down, but by someone who had first seen it in the gallery, or through promotional materials that the gallery has sponsored for you, please pay the commission.
- Artists are responsible for printing any information used during and after the exhibit.
- Artists are responsible for expenses of mailing invitations to their own mailing list.
- The artists are responsible for insuring their own artwork.
- Artists are responsible for submitting suggested retail prices on their work. Red Door Gallery may adjust these prices after speaking with the individual artists.
- Upon acceptance we require a general artist no more than 50 words, neatly typed or printed which we will reprint and mount next to accepted work at the gallery.

Gallery Responsibilities

- Red Door gallery takes a 40% commission from sales. We pay artists no later than 30 days after the close of the sale.
- Red Door Gallery is responsible for all installation.
- While we make every effort to keep the artwork safe, including an alarm system, Red Door Gallery does not insure individual art.
- Works that have been accepted by Red Door Gallery must be hand delivered or shipped by the participating artists during the given time frame.
- Red Door Gallery will send press releases to publications and critics.

Size Specifications

If you have work that exceeds 40" in any direction, we will contact you to discuss the space limitations.

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BETWEEN: **The Creativity Center, Inc.**
 Red Door Gallery
 P.O. Box 1298
 Clayton, NC 27520

AND

Phone: () _____
Fax: () _____

Recital

Whereas, The Creativity Center, Inc./Red Door Gallery (Gallery) wishes to see Artist's work (the "Artwork") on consignment;

Agreement

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Consignment.** Artist hereby consigns to Gallery, subject to the terms of this Agreement, the Artwork listed on the initial, signed inventory Sheet which is a part of this Agreement and attached hereto as Exhibit A and incorporated herein. Additional Inventory Sheets (signed by Artist and Gallery in duplicate) will be incorporated into the Agreement if both parties agree to consignment of additional works.
2. **Duration of Consignment.** Artist and Gallery agree that the initial term of consignment for each piece of Artwork is to be _____ weeks/months. Thereafter, consignment shall continue until this Agreement is terminated pursuant to Section 12 hereof.
3. **Representations and Warranties of Artist.** Artist hereby represents and warrants to Gallery that s/he is the creator of the Artwork; s/he is the sole and exclusive owner of all rights granted to Gallery in this Agreement, and has not assigned, pledged or otherwise encumbered the same; the Artwork is original; s/he has the full power to enter into this Agreement and to make the grants herein contained; and the Artwork does not, in whole or in part, infringe any copyright or violate any right to privacy or other personal or property right whatsoever, or contain any libelous or scandalous matter or matter otherwise contrary to law.
4. **Responsibility for Loss or Damage.** The Gallery will make every attempt to secure the Artwork against damage, theft of other loss, but in no way shall the Gallery assume any responsibility for loss or damage to the Artwork.
5. **Pricing, Gallery's Commission, Terms of Payment.**
 - 5.1. Unless Artist and Gallery agree otherwise in writing, Gallery shall sell the Artwork only at the retail price specified on the Inventory Sheet(s).
 - 5.2. Gallery's commission shall be forty percent (40%) and Artist shall be paid the remaining sixty percent (60%) of the sales price of each piece of Artwork sold.
 - 5.3. Payment to Artist on all sales made by Gallery shall be within forty-five (45) days after the date of sale of the Artwork on installment sales, the proceeds received on each

installment shall be paid to Artist and Gallery according to their respective percentage shares. In the event that the Artwork is subsequently returned to Gallery for a refund, Artist shall promptly return to Gallery any fee s/he received or, at Gallery's discretion, Gallery may deduct such amount from the next payment due Artist.

5.4. Gallery may purchase any piece of Artwork at a price equal to the share of the sales price to which Artist would be entitled if the sale had been made to a third party. Payment for any such purchase by Gallery shall be made to Artist within forty-five (45) days of such purchase.

6. **Accounting.** Gallery shall maintain accurate books and records reflecting its gross sales and the amount due Artist. Artist, at her/his own expense shall have the right to examine, during regular business hours and upon reasonable notice, Gallery's records that reflect payments due Artist. In the event such an examination of Gallery's records results in the determination that the amount of payments was miscalculated by more than ten percent (10%) and resulted in deficiency, then the amount of the miscalculation, including interest at ten percent (10%) per annum, and the cost of such examination (including all reasonable attorney and accounting fees incurred for such examination), shall be paid by Gallery to Artist in the monthly statement following such examination.
7. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artwork from Artist to Gallery, and in their return from Gallery to Artist, shall be the responsibility of, and borne by Artist. Gallery accepts responsibility for the transportation of work while in Gallery custody.
8. **Removal of Artwork.** Gallery shall not be liable to Artist for loss of or damage to a piece of Artwork if Artists fails to remove the work within a period of thirty (30) days following the date set forth herein for such removal or within a period of thirty (30) days after notice to remove the Artwork has been sent by certified mail to Artist's last address known to Gallery. Failure to so remove a piece of artwork shall terminate the trust relationship between Gallery and Artist.
9. **Title.** Each of the Artworks is trust property in the hands of Gallery, which is a trustee for the benefit of the Artist until such Artwork is sold to a bona fide third party, or, if the Artwork is bought by Gallery, until the full price is paid to Artist. Upon any such sale, the proceeds of the sale (including any unpaid receivables) are trust property in the hands of Gallery, which is a trustee for the benefit of Artist until the amount due Artist from the sale has been paid to Artist. The trust relationship described above imposes no duty greater than that expressly provided above and does not give rise to any other fiduciary relationship.
10. **Promotion.** Gallery may display Artworks in whatever manner Gallery believes appropriate, at its sole discretion. Gallery shall promote the sale of the Artworks in such manner as it determines, at its sole discretion. When requested, Artist agrees to assist in the promotion of the sale of the Artworks either by providing, at Artist's sole expense, good quality photographs or slides, or in any other way reasonably requested by Gallery.
11. **Reproduction.** Artist hereby grants Gallery the right to photograph the Artwork and use such photographs for publicity and promotional purposes.

12. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, but subject to Section 4, either Gallery or Artist may terminate this Agreement at any time by means of a thirty-day (30) written notification of termination from either party to the other. In the event of Artist's death, the estate of Artist shall be considered to be Artist for purposes of the Agreement. After notification of termination has been received, Gallery and Artist shall settle all accounts according to the usual process and time limits in this Agreement.
13. **Assignability.** This Agreement or the rights, responsibilities or obligations granted or assumed in this Agreement may not be assigned by either party hereto, in whole or in part.
14. **Notices.** All notices required by this Agreement shall be made in writing, postage prepaid, certified mail, return receipt requested, or by facsimile transmission to the addresses or numbers first given above, or by hand delivery. Notice shall be deemed received three (3) days after the date of mailing or the day after it is faxed or hand delivered.
15. **Attorney's Fees.** In the event that action, suit, or legal proceedings are initiated or brought to enforce any or all of the provisions of this agreement, the prevailing party shall be entitled to such attorneys' fees, costs, and disbursements as are deemed reasonable and proper by an arbitrator or court. In the event of an appeal of an initial decision of an arbitrator or court, the prevailing party shall be entitled to such attorneys' fees, costs, and disbursements as are deemed reasonable and proper by the appellate court(s).
16. **Venue.** This Agreement shall be deemed executed in the State of North Carolina and shall be interpreted and construed in accordance with the laws of the State of North Carolina relating to contracts made and performed therein. Venue shall be proper only in the County of Johnston, North Carolina.
17. **Exclusivity.** Gallery maintains exclusive rights to the work and any reproductions of the work while it is exhibited. No other work of an artist's shall be shown in another commercial gallery within a 20-mile radius. Artist may, at their discretion, exhibit other pieces at a gallery in other regions.
18. **Merger.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and proposals (whether written or oral) in respect to the matters specified.
19. **Modification.** No alteration, modification, amendment, addition, deletion, or change to this Agreement shall be effective or binding unless and until such alterations, modifications, amendments, additions, deletions, or changes are properly executed in writing by both parties.
20. **Headings.** All headings used in this Agreement are for reference purposes only and are not intended or deemed to limit or affect, in any way, the meaning or interpretation of any of the terms and provisions of this Agreement.
21. **Judicial Rule of Construction.** It is expressly agreed by the parties hereto that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision.

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22. **Waiver.** No waiver by either arty of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms and conditions hereof.
23. **Severability.** If any provision of this Agreement is judicially declared to be invalid, unenforceable, or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be deemed to have been deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part of parts had never been included.
24. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same Agreement.
25. **Effective Date.** This Agreement is effective; as of the date all parties hereto have executed this Agreement.

In Witness Whereof, the parties hereto execute and date this Agreement.

Artist _____
Print Name: _____
TIN/SSN: _____

Date

Gallery
The Creativity Center, Inc.
By: _____
Print Name: _____
Title: _____
TIN: _____

Date