



ArtWalk 2023 Venue and Commission Sales Agreement

Please remember to keep a complete copy of this agreement and ArtWalk 2023 Information and Guidelines for your future reference.

Name of organization/business: _____
Address (inc. Postal Code): _____
Phone Number: _____
Email: _____
Name of Contact: Email: _____

This **Venue and Commission Sales Agreement** ("Agreement") is made and effective upon the earliest date of signing BETWEEN:

Name of organization/business: _____

(the "Venue"), with the business address of:

Address (including postal code): _____

AND: Nelson & District Arts Council (the "Arts Council"), with its mailing address of PO Box 422 Nelson, BC V1L 5R2

WHEREAS the Venue is prepared to display the artwork(s) on behalf of the Arts Council for the event known as ArtWalk 2023, an event which commences at 6:00 pm on Saturday, June 24th, 2023, with a second opening on Saturday, August 5th and ends at 5pm on Sunday, September 10th, 2023;

Nelson & District Arts Council
PO Box 422 Nelson, BC V1L 5R2
Contact: artwalk@ndac.ca, www.ndac.ca

As a participating gallery venue in ArtWalk 2023, the Venue agrees as follows:

1. OPENING NIGHT RECEPTIONS

- 1.1. The Venue agrees to host two opening night receptions from 6pm to 9pm on Saturday, June 24th and Saturday, August 5th, 2023.
- 1.2. Space pending, the venue will potentially be housing a performance artist outside of their business during the evening. This will be confirmed by the ArtWalk Coordinator by June 1st, 2023. Power may be required. All permits and permissions will be secured by the Arts Council.
- 1.3. The Venue further agrees to make any and all reasonable efforts to ensure that the artist(s) whose artwork(s) are displayed at the venue are in attendance at the opening night receptions;
- 1.4. Venues and artists are not required to be open on Sunday, September 10th
- 1.5. The Venue agrees to abide by all COVID 19 protocols as laid out by WorksafeBC and the Province of BC's Provincial Health Officer at the time of the events.

2. DISPLAY SPACE, INSTALLATION AND REMOVAL OF ARTWORK(S)

- 2.1. The Venue agrees to provide a showing space of at least 20 linear feet of eye level wall space in accordance with the ArtWalk 2023 guidelines;
- 2.2. The Venue further agrees to provide the above noted showing space for the display of artwork(s) for the period commencing 12:00 noon on Saturday, June 24th, 2023 and ending at 5pm on Sunday, September 10th, 2023;
- 2.3. The Venue further agrees to inform and require staff to be aware of the expectations and functions of ArtWalk 2023;
- 2.4. The Venue assumes responsibility for ensuring the artwork(s) are installed in the space in advance of the 6:00 pm Saturday, June 24th, 2023 commencement time and date, and at in advance of the second opening at 6pm on Saturday August 5th, 2023;
- 2.5. The Venue assumes responsibility for ensuring the artwork(s) are removed from the space after the 5pm, Sunday, September 10th, 2023 end time and date;
- 2.6. In this regard, the Venue further agrees to contact the artist(s) whose artwork(s) will be displayed in the venue and ensure the venue is available for the artist(s) to install the artwork(s) in the space in advance of the above noted commencement time and date;
- 2.7. The Venue agrees to contact the artist(s) whose artwork(s) are displayed in the venue and ensure the venue is available for the artist(s) to remove the artwork(s) from the space after the above noted end time and date;
- 2.8. The Venue further agrees that any damage to the exhibition space incurred by the installation or removal the artwork(s) is the responsibility of the venue;

3. INVENTORY OF ARTWORK(S)

- 3.1. The Venue agrees to provide the Arts Council a complete and accurate inventory list of the artwork(s) displayed at the venue;
- 3.2. The Venue further agrees to provide the Arts Council with the above noted inventory list of the artwork(s) within three (3) days of the commencement of ArtWalk 2023, namely by Wednesday, June 22nd, 2023;

4. PROMOTION OF ARTWALK 2023

- 4.1. The Venue agrees to have the ArtWalk 2023 advertising (ArtWalk signage) in full view of patrons each business day the venue is open;
- 4.2. The Venue further agrees it is responsible for the care of the above noted advertising items for the duration of the ArtWalk 2023 event;
- 4.3. The Venue agrees to promote ArtWalk 2023 in their newsletter, as well as tag ArtWalk and the Nelson and District Arts Council in Facebook posts and use the hashtags #artwalk2023 #nelsonartwalk2023 #nelsonanddistrictartscouncil whenever posting on Instagram.

5. COMMISSION SALES

WHEREAS the Arts Council wishes to market for sale the artwork(s) described in inventory list provided by the Venue as in this Agreement (the "artwork(s)");

WHEREAS the Venue is prepared to display the artwork(s) on behalf of the Arts Council in return for a commission;

It is agreed as follows:

- 5.1. Selling Rights
 - 5.1.1. The Venue will be responsible for conducting all sales of the artwork in their inventory list for the duration of the ArtWalk 2023 event;
 - 5.1.2. The Venue shall not in any way assist anyone else to sell the artwork(s) described in the inventory list for the duration of the ArtWalk 2023 event, or arrange to sell the artwork outside of this event.
- 5.2. Commission
 - 5.2.1. The Venue is entitled to a commission of 25% of the selling price of artwork(s) sold in accordance with this Agreement.
 - 5.2.2. The Venue will pay the Arts Council a commission of 10% of all sales no later than twenty-one (21) days after the end of the ArtWalk 2023 event. Payment shall be made to the Nelson & District Arts Council.
 - 5.2.3. The Venue will pay the Artist the remainder of the selling price, no later than twenty-one (21) days after the end of the first closing or final closing, dependent on when they are shown. Payment shall be made directly to the artists.

The Venue is not entitled to any compensation for services performed or expenses incurred in connection with this Agreement.

6. SUMMARY TERMINATION OF AGREEMENT

- 6.1. If the Venue breaks any term of this Agreement, including but not limited to the Selling Rights, during the ArtWalk 2023 event, the Arts Council may summarily terminate the Agreement on notice in writing to the Venue.

The Venue and Arts Council each hereby agree to the terms of this Agreement.

Venue Participation fee is waived for 2023.

NDAC:

Business Owner:

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date

Date