

## Memorandum of Understanding for Northeastern CT Art Guild Exhibits

**Northeastern CT Art Guild**

PO Box 405

Woodstock, CT 06281

Name of Host \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

### Hosting Organization, Time Line and Coordination

(Host name) will host an art exhibit for the Northeastern CT Art Guild in (Date/Time, Month, Year, and Location). (Host name) and NECTArtGuild agree that the hanging date for the (Date, Month) exhibit is (Day, Month, Year, Time) NECTArtGuild members will remove the exhibit on (Day, Month, Year, Time).

(Name) will be the Exhibit Coordinator and the point of contact for all arrangements, questions, etc. related to planning and hanging the show, planning and managing the reception, and supervising the take down. In addition, the Exhibit Coordinator will supply (the host) with written instructions and contact information for remittance of monies for sold art works. (Name) may be contacted at (phone number) for the duration of the exhibit.

### Special Instructions

The (host name) reserves the right to (include special requests by hosts, for example, limits on types of art, location, hanging or removal times or procedures, etc.).

### Liability Disclosure

NECTArtGuild members are individually responsible for insuring exhibited works. The (host name) is not responsible for loss or damage to art works resulting from theft, fire, water damage, or other unforeseen events. Reasonable care will be taken by the host to secure the property during non-operating hours.

All paintings will be framed and equipped with standard hanging devices, i.e. wires and will be labeled with the artist name and contact information. NECTArtGuild will designate a committee of members to hang the exhibit in the (Identify display area). The (host name) agrees that the standard method of hanging paintings will involve nailing hanging fixtures into the walls of the designated areas.

NECTArtGuild is not responsible for repairing holes remaining from, use of these devices. All reasonable care will be taken to avoid damage and minimize marring the wall surfaces. In addition, paintings may be displayed on easels provided either by the host or the artist. NECTArtGuild members displaying textile or sculptural works will provide appropriate display equipment or surfaces.

## **Reception Instructions**

(Specify the day, month, year, time, location, and conditions of any planned reception related to the exhibit. This should include responsibility for cost as well as setting up and hosting the reception. Identify methods of inviting art patrons to the reception including direct mailing, etc. Consider an "invitation only" reception targeting prior patrons of NECTArtGuild and/or high profile local residents to maximize dollar investment in reception.

Following the reception (the host) will mail an invoice in the amount of (?) to the NECTArtGuild treasurer for reimbursement of costs.

## **Sales and Commission Instructions**

(The host) will receive (? %) commission on any works sold during the exhibit. (The host) is not responsible for claiming sold items as income, but they must collect CT sales tax on all sold art works.

When the exhibit venue is an art gallery, the proprietor may process all sales per their own business procedures. In this case, the host will collect sales tax, calculate their commission and remit the balance directly to the artist.

For non-gallery hosts, the preferred modality of payment for sold art works is cash, personal check or cashier's check. Individual artists retain the right to specify which method (s) of payment are acceptable to them, and this will be indicated on the in-take sheet for the exhibit. Sold art works may be removed immediately by the purchaser, except in the case of payment by personal check. In this instance, and at the discretion of the artist, a personal check must be cleared before the purchaser can remove the work from the exhibit location.

Checks for sold art will be mailed directly to the artist by (the host) immediately following the sale. In the event of a cash sale, (the host) will contact the artist and they will agree on one of two options. Either the artist will retrieve the cash, or (the host) will mail a business check to the artist in the amount of the sale. NECTArtGuild members who are equipped to accept major credit cards may elect to transact a sale personally with a buyer. In this case, (the host) will provide contact information for the artist to the buyer. In the case that a host declines to be involved in the sale of an exhibited art work, the host, with the permission of the artist, may provide the buyer with the artist's contact information, and the sale will then be a direct transaction between the buyer and the artist.

Mailing addresses and phone numbers for all artists participating in the exhibit will be documented on the in-take sheet, which will be copied and supplied to the host not later than one week after the hanging date.

Individual artists are solely responsible for immediately remitting the agreed upon commission to (the host) upon receipt of payment for sold works and CT sales tax to the Commissioner of Revenue.

When a sold work is removed, (the host) will contact the exhibit coordinator, who will arrange for a replacement piece to retain the integrity of the exhibit.

**Marketing Plan**

NECTArtGuild will produce and display posters prominently in the northeast CT area, as well as place ads in local papers. NECTArtGuild will place a standing outdoor display identifying the location of the art exhibit, at the discretion of the owners.

(Specify host's responsibility to advertise the exhibit and description of planned marketing.)

NECTArtGuild will design, produce and mail postcard invitations to any planned reception to identified patrons.

(Hosts can be encouraged to mail a reasonable number of postcard invitations to receptions to their preferred patrons).

Attendees at the opening reception will be encourage by (the hosts) and the Exhibit Coordinator to sign and provide a mailing address in the art exhibit guest book with the understanding that this information will be reciprocated only in the NECTArtGuild mailing data base and used for marketing future exhibits. For the duration of the exhibit (the host) agrees to request that patrons, specifically patrons purchasing art works, sign and provide a mailing address in the art exhibit guest book, which will be provided by NECTArtGuild and permanently located in the art display area.

Northeastern Connecticut Art Guild

Host Name

President or Designee

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

(Note: All text included within parentheses is intended as instruction or guidance for the user, i.e. most typically the Exhibit Coordinator. This text will be personalized to reflect the exact nature of each individual exhibit, or be deleted if not applicable, as in the case of the opening reception or THIS NOTE, for example. Two copies of this MOU should be carefully reviewed and signed by both the host and the President of designee of NECTArtGuild. Each entity will retain a signed copy for its records.)