

WEB LISTING & PROMOTION AGREEMENT – 2024/25 FOR CONTEMPORARY ARTISTS

340 E. Ravine Dr.

Mequon, WI 53092

info@GalleryOfWisconsinArt.com

414-630-3600

The GALLERY OF WISCONSIN ART, LLC (GOWA) operates online only.

Continuing its mission, the gallery promotes and sells Wisconsin Art of all periods. Starting in 2024 we are offering web listings/ads for contemporary artists. Through our website, we will promote contemporary artists and work to connect them with art buyers and collectors.

The Gallery (est. 2013) is relatively young and highly reputable. It receives excellent web traffic, has a large following and nation-wide mailing list to over 3000 recipients. We see a positive future and growing awareness of the Gallery. “We” are small business, but have big appeal.

We also have a deep passion for Wisconsin Art and are happy to use our online platform to help promote you. Artists will handle every aspect of their sales and keep 100% of the proceeds!

BENEFITS OF THE PROMOTIONAL /ADVERTISING LISTING OPPORTUNITY INCLUDES:

1. **ENDORSEMENT** by the Gallery of Wisconsin Art at www.GalleryofWisconsinArt.com
2. **EXPOSURE ON ADDITIONAL WEBSITE AFFILIATE** - www.masterpieceonline.com
3. **ARTIST HOME PAGE** – Includes artist photo, biography, statement, etc. Awards and past exhibition records allowed but please no current or upcoming exhibitions, shows, or fairs. Updates to the web listing allowed once per year
4. **ARTWORK FOR SALE** – Up to 12 pieces of artwork shown on Artist’s page. Listings to include title of work, short description (if available), dimensions, provenance (if known) and price. Gallery will promote ALL artwork available by Artist – shown and not shown (more available for sale)
5. **ARTIST’S DIRECT CONTACT INFO** - Artist’s email address and phone number, web address if you have another website. For privacy, no street address.
6. **NEWSLETTER LISTING** - Artists will be listed and/or promoted in the GOWA Newsletter “WI ART VIEWS” which has circulation to over 3000 contacts!
7. **NEWSLETTER FEATURE** – As time allows, gallery owner invites artists to be featured in the Gallery Newsletter “WI ART VIEWS”. Artists will supply information, photos, and help write articles.
8. **SEARCH ENGINE OPTIMIZATION** – Visitors will find you on the internet near the top of their search!
9. **One Flat Promotional Fee** – No Sales Commissions.
10. **QUESTIONS ABOUT THE OPPORTUNITY???** – Call Ric at the Gallery 414-630-3600 or email: info@GalleryofWisconsinArt.com

FEES AND COMMISSIONS

1. **LISTING /PROMOTIONAL /AD FEE for 2024 is \$150** – good through Dec. 31, 2025 (yes, 2 years). Fee is for all/any portion of a year and is not refundable. This fee covers software expenses and Gallerist’s time to maintain the website, update images, create newsletters, etc.
2. **GALLERY COMMISSION - \$0.**

STARTING IN 2024: GALLERY IS OFFERING ARTISTS A PROMOTIONAL LISTING/ ADVERTISEMENT ONLY. ARTWORK IN YOUR LISTING MAY /OR MAY NOT BE FOR SALE. LISTING SHOULD BE CONSIDERED A PROMOTIONAL ADVERTISEMENT - TO INCLUDE ARTIST’S CONTACT INFORMATION AND WEBSITE IF DESIRED.

POTENTIAL CUSTOMERS ARE INSTRUCTED TO CONTACT THE ARTIST DIRECTLY TO SEE/DISCUSS ARTIST PRICES, AVAILABLE ARTWORK, COMMISSIONS, SHIPPING, ETC. (WATCH OUT FOR SCAMS!) THE GALLERY WILL NOT BE INVOLVED IN ANY SALE – AND THUS, THERE WILL BE NO GALLERY COMMISSION ON ANY OF YOUR SALES!!!

HOW IT WORKS

1. Complete agreement on the following pages and mail \$150 check to address listed.
2. Email images of artwork to info@GalleryofWisconsinArt.com according to following:
 - a. Photographs of Two Dimensional paintings/prints must be “flat” and cropped “square” to all 4 edges of the artwork.
 - b. Longest dimension to be 1500 pixels.
 - c. High resolution .jpg images but smaller than 2mb ea.
 - d. File name must include artist last name, and title of art, ex: HartmanWinged1.jpg
3. Your contact info will be listed. You will negotiate the sale directly with the customer including all terms, price, shipping, pickup, delivery, insurance, returns, costs, etc. No gallery commissions are charged.
4. No Inventory will be held by the gallery, so you always retain art and coordinate shipping with buyer.
5. If you are currently on the website, but NOT interested in continuing, or do not respond, all of your information will be removed from the GOWA website.
Thank you for your involvement and continued success in the future. Stay in touch!
6. See agreement attached for other terms and conditions.

If you are new to the gallery, application is required. This opportunity is available to Quality, experienced artists who have a mutually respected, trusted, flexible, drama-free, and low-maintenance working relationship with the Gallery owner. If you were previously represented by the Brick and mortar gallery in West Bend, we probably still have your photo and biographical information. Contact us to discuss what we have.

Gallery owner reserves the right to discontinue representation when demands become excessive and unreasonable, or artists fail to provide customers with highest satisfaction, or resolve issues to the satisfaction of the customer. Thank you!

The Gallery of Wisconsin Art, LLC (GOWA) referred to as the “Gallery”, and

ARTIST (YOU) hereinafter referred to as the “Vendor”,
located at

STREET ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

URL

1. **WARRANTY.** You (vendor) hereby warrants that you own and/or created and possess unencumbered title to the artworks, and that the information and descriptions provided are true and accurate.
2. **SCOPE OF AGENCY.** Vendor appoints the Gallery to act as Vendor’s non-exclusive agent for promotional purposes, and gallery representation only. Vendor shall be free to exhibit and sell anywhere under this agreement, including vendor’s personal website. Gallery will “exhibit” work online only and will not exhibit at a physical location. Vendor’s items may be represented on Gallery’s website, social media, online exhibitions, gallery newsletter, and verbally by gallerist.
3. **PROMOTIONAL CONSIGNMENT.** Vendor hereby agrees to promotes themselves to GOWA online, and Gallery promotes those artworks listed on page 5. Vendor retains copyright and full possession of the Artworks.
4. **DURATION OF CONSIGNMENT.** Vendor and Gallery agree that the initial term of promotional representation and online consignment is for the year 2024 and 2025 . Online representation may begin or end at any time that either Vendor or gallery determines. Gallery will make every effort to update online information, as promptly as possible.
5. **PROMOTION BY GALLERY.** Gallery shall make reasonable and good faith efforts to promote artists and artwork, and undertake promotional activities on Vendor’s behalf. Promotion will be primarily on Gallery website and *may* include social media posting, emails, eblasts, newsletters, etc. only as time and capabilities permit.
6. **PROMOTION BY VENDOR.** At his/her own expense, Vendor is encouraged to pursue any/all promotional opportunities, including their own websites. Links to the artists page on the Gallery of Wisconsin Art website are encouraged and always welcomed.
7. **FEES.** Fee for online listing and promotion is \$150 for 2024 through 2025. Fees are non-refundable and not prorated for any portion of any year.
8. **COMMISSIONS.** None.
9. **PRICING.** Vendor to determine all prices for artwork. Vendor may decide if they want prices indicated on their webpage or not. The gallery will not negotiate prices with customers.
10. **COPYRIGHT.** Online gallery shall identify Artwork with Artist’s name. Vendor retains all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery *may* (at Vendors expense) arrange to have Artworks photographed ONLY to assist consignors. Gallery is not able to prevent theft or unauthorized use of images from the website. If Vendor is concerned, it is the vendor’s responsibility to provide Gallery with watermarked images and/or take other preventative measures.

11. SALE. Vendors handle all sales transactions directly. In addition to agreed retail price, vendor is responsible for collecting cost of artwork, all applicable sale taxes, shipping costs or arrange delivery/shipping/return policy.

***Be aware of potential online scams – people saying they want to buy artwork, but just want your info!

12. TERMS OF PAYMENT. Agreement will not begin until application, photos, and fee are received.

13. SHIPPING AND TRANSPORTATION. In the event of a sale, packing and shipping, insurance, handling expenses, risk of loss, damage, or returns shall be the total responsibility of the Vendor and or/customer per their agreement. Insurance is suggested.

14. TERMINATION OF CONTRACT. This Agreement may be terminated at any time by either Gallery or Vendor, by means of notification of termination from either party to the other. Upon the notification of termination, all promotion and online representation will end. No fees will be refunded.

15. DESIGNEE. In the event of sickness or death of Vendor, the designee or estate of the Vendor shall have the right to terminate the Agreement. **List Vendor's Designee and emergency contact below:**

Name _____ Phone _____

16. ARBITRATION. This Agreement shall be governed by honesty, truth, fairness, and practicality for mutual benefit, and promotion of the Visual Arts in Wisconsin.

17. MODIFICATIONS. This Agreement constitutes the entire understanding between the parties and may be amended and updated in the future by written instrument signed by both parties.

18. LIABILITY. Gallery provides the online service in good faith to assist in the marketing and promotion of Wisconsin artists. Gallery believes this service to be generally beneficial for the promotion of the artist, however, the gallery does not warrant or guarantee any sales, or imply any financial benefit.

Vendor /consignor agrees to hold gallery, its officers, agents and employees harmless of any claim or liability. Gallery assumes no responsibility or risk in any sales transaction. Vendor accepts all responsibility for posting personal content and contact information on the GOWA website and holds Gallery harmless.

***Be aware of potential online scams – people saying they want to buy artwork, but just want your info!

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

PRINT NAME OF VENDOR

DATE OF CONTRACT

SIGNATURE OF VENDOR

GOWA REPRESENTATIVE

INDICATE BELOW THE INFORMATION YOU WANT POSTED ON YOUR WEBPAGE.

FILL IN ONLY THE INFORMATION YOU WANT TO INCLUDE. LEAVE BLANK IF YOU DO NOT WANT IT PUBLICIZED.

CONTACT NAME _____

EMAIL _____

PHONE _____

YOUR WEBSITE URL www._____

IF, the Gallery doesn't already have your information include:

- _____ Your Photo – will be black and white on your page (email high quality .jpg)
- _____ Biography, artist statement, awards, etc. (500 words – email word doc.)
- _____ Use the information currently on the GOWA website.

ARTWORK SAMPLES – Up to 12 pieces maximum. Email high quality .jpgs)

	Name of Piece	Media	Art Size (h x w)	Frame Size (h x w)	(Optional) Retail Price
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____

Email jpg photos (File Max 1500 x 1500 pixels and less than 2mb) to: info@GalleryofWisconsinArt.com

If you wish to discuss this contract or find misprints on your web page, contact the gallery at 414-630-3600.
Sign two copies of the contract, keep one for your records, and send one back to Gallery with payment payable to:
Gallery of Wisconsin Art - Mail Address: 340 E. Ravine Dr., Mequon, WI 53092.

Thank you!