



WALLKILL RIVER CENTER FOR THE ARTS

Gallery • Classes • Creative Community • 232 Ward St. Montgomery, NY 12549 • www.Wallkill.art

EXHIBITING ARTIST POLICIES

Revised 1/28/24

At Wallkill River Center for the Arts, Inc. (WRCA), part of our mission as a nonprofit is to create economic opportunities for artists. We will work with you to make your exhibit a success.

Organization and Membership

Wallkill River Center for the Arts is a 501(c)(3) non-profit organization. We have a small staff who is supervised by an Executive Director (ED), Sarah Fortner Pierson, who handles the day-to-day operations. The ED reports to the Board of Directors. The Board of Directors is composed of members of WRCA who are elected by their peers at the annual Members Meeting. You do not have to be a member to exhibit with us, but you are encouraged to join.

Exhibit Types

Solo Exhibit – A single artist will display their work in one gallery room or area of our premises, offsite exhibit location, online gallery or event. The exhibit will be advertised as a stand-alone show under the artist's name and their exhibit title.

Juried Exhibit - The works included in juried shows will be selected by the announced juror who is typically an art professional or a representative(s) from an art organization or gallery. Not all submitted works will be accepted to the show. The art selected for the show is the choice of the juror and does not necessarily reflect the opinions of the Wallkill River Center for the Arts. Work will be presented to the juror anonymously.

Group Exhibit – Group shows are typically un-juried exhibits which are open to artists who are in a defined group or meet certain criteria published in the Exhibit Prospectus. An example is our Member's Exhibit.

Curated Exhibit – WRCA staff, Curating Committee, Board of Directors, or a guest curator may invite specific artists to exhibit in a group show to realize a specific theme or concept for an exhibit.

Exhibit Spaces

Wallkill River Center for the Arts Gallery: Our main exhibit location is on the ground floor of the Historic Patchett House, located at 232 Ward St. (17K), Montgomery, NY 12549. This location includes multiple exhibit locations including the Sandra Anderson Gallery, Devitt Gallery and Patchett Gallery. Each gallery room holds a minimum of 10 pieces and is typically hung with 25-30 medium size pieces. Additional spaces are the Hallway, Stairwell, Kitchen and Glass Porch.

Online Exhibit: WRCA offers works for exhibit and sale online. Artwork must be physically at WRCA either in storage or hanging in an exhibit for the duration of the time that it is offered for sale online. We offer works for sale on our own website.

Offsite Exhibits: Occasionally WRCA artists are invited to hang special exhibit at offsite locations.

Events: Occasionally WRCA will participate in short term events such as art fairs, festivals, etc.

Exhibit Terms

We generally publish our gallery calendar at the beginning of every new year, and we try not to make changes to our published schedule. If need to cancel your exhibit with us, we cannot guarantee that we will be able to provide you with an alternate exhibit slot.

We reserve the right to refuse to hang any artwork at any time, for any reason or cancel or to alter the length of an exhibit.

We will always endeavor to handle your artwork carefully and respectfully, however, artists agree to exhibit their work at their own risk and to hold harmless the staff and volunteers of WRCA for any damage to the artwork. Any damage incurred, such as broken glass or wires giving way, is the responsibility of the artist to fix.

Once a year, we must receive a signed acknowledgement of the Exhibiting Artist Policies (this document) as well as a signed and completed W-9 once per calendar year. If you are participating in a juried or group show, we will also need the Prospectus/Art Inventory Sheet for that exhibit.

Solo artists must provide, a minimum of 3 months in advance of their exhibit, a lead image for promotion, and a show title, profile photo of the artist, artist statement and bio. We must receive a complete inventory of works 1 week prior to hanging the exhibit, preferably as an Excel spreadsheet which includes Title, medium, size (in inches, of the artwork only, not including the frame), price or NFS. Make sure all information is accurate and items are capitalized appropriately as this document will be used to generate the art labels.

Artwork must have a wire hanger. Any other method of display must be approved in advance. Artwork must be clean and dust free and the frames must be in good condition.

Solo artists are responsible for hanging their own artwork within the safety and aesthetic standards of WRCA. WRCA will provide printed labels for the artwork. Juried, group and curated shows will be hung by WRCA.

Artwork which is sold will be available for pick-up or shipping to the customer after the exhibit has been deinstalled. In the rare case that we agree to releasing artwork to the buyer before the show closes, the artist will need to bring in a comparably sized and themed piece to replace it.

The artist agrees to pick-up unsold works in a timely manner. The Wallkill River Center for the Arts is not responsible for any paintings left in the gallery 30 days after the exhibit closes. Unclaimed works will be stored in the basement and taken as charitable contributions to the gallery.

Online Sales

WRCA may elect to offer artwork for sale on WRCA's website or other online sales platforms for the duration of the exhibit. Work purchased online may be picked up at the gallery or the buyer can elect, at the time of purchase, to have the work shipped for an additional fee. Work will be wrapped and shipped with insurance. If work is sold online, the buyer will have a window of 2 two weeks to return the work at full price, which may delay commission checks by two weeks. We do not guarantee that work will be offered for sale online.

Receptions

Wallkill River Center for the Arts will usually hold a reception for the main gallery events during the exhibit. We do not guarantee that we will hold a reception for all exhibits, but it is in our mutual best interests to do so. Receptions are typically held on the second Saturday of the month. Artists may make arrangements for additional viewing parties with WRCA.

Solo artists are expected to provide wine and beverages for the event, though donations of cash or finger foods are always appreciated. Artists in group shows should sign up to bring finger foods for the reception.

Advertising

WRCA will advertise the show through multiple channels which may include our website, social media, press releases, print materials, print and online advertising, etc. The artist is also expected to promote their show through social media, print, word of mouth, etc.

Sales tax

WRCA will collect sales tax on all sold artwork and make the appropriate filings and payments to the government.

Commission and Payment

Artwork exhibited at WRCA in our gallery, offsite, at events or online may be offered for sale. Work may be exhibited "NFS" meaning "not for sale". Fine art prints, gift cards and fine crafts can also be offered for sale with prior arrangements and will be referred to as "artwork" in this document.

Unless a separate agreement with different terms is signed for an exhibit, WRCA will collect a 30% commission on all sold artwork, exclusive of sales tax and shipping (if applicable). The artist will receive the remaining 70% of the sale price. Commission checks for artwork sold online, and shipped to the customer, will have a two-week waiting period, starting on the date the work is delivered to the buyer, in case the buyer wishes to return the work once they have seen it in person. Artists can pick up checks from the gallery within 30 days of the show closing or checks can be mailed upon request.

Relationship

Exhibiting Artists at WRCA are independent contractors. This relationship does not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. As an independent contractor, Artists will not be entitled to or eligible for any benefits that WRCA may make available to its employees, including, without limitation, coverage under any health, liability, or other insurance policies.

WRCA is required to report sales to the federal government if artists checks exceed \$600 over the course of the year. We will mail artists a Form 1099 which will include the artist's sales for the previous year. A signed and completed Form W-9 is required before an exhibit can be hung. Artists may be required to pay income tax on art sales; please consult your accountant.

Copyright and Authorship

Artwork must be original work, created by the artist, not copied or derivative of another artist or teacher's work. The work should not have been previously exhibited at WRCA.

The artist retains copyright to their artwork. By signing these policies, the artist agrees to allow WRCA to use reproductions of their artwork for promotion purposes, including press releases, advertisements, social media promotion, print materials, etc.

Photo Release

Artists agree to give Wallkill River Center for the Arts, Inc. (WRCA) permission to use their name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, made by or made on behalf of WRCA. Artists agree that WRCA has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with WRCA's

mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, social media and any promotional or educational materials in any medium now known or later developed, including the Internet. Artists acknowledge that they will not receive any compensation, etc. for the use of such pictures, etc., and by signing this agreement release WRCA and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

Indemnification

Artists will defend, indemnify and hold WRCA and its directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise directly or indirectly from the Artist's performance under or breach of this agreement.

Exhibit Cards

We have an optional program available for artists who hang a solo exhibit at WRCA. WRCA would like to design and produce a set of exhibit postcards which would be sold indefinitely as a fundraiser for WRCA. The artist will retain copyright and will be given credit on the back of the postcard. Opting into this program does not give WRCA the right to reproduce and sell the artwork in any other form. Artist cards will be displayed in our lobby for years to come! Thank you for your donation!

Optional: I give The Wallkill River Center for the Arts permission to design and produce postcards which reproduce one of the images of my artwork from my exhibit, to be sold indefinitely, as a fundraiser for the 501(c)(3) non-profit. As the artist, I retain copyright, but waive any claim to a portion of the proceeds as a donation to The Wallkill River Center for the Arts.

Artist Signature: _____

Thanks for being a part of our community here at Wallkill River Center for the Arts. We appreciate your efforts, and we are anxious to work with you to create a vibrant and engaged art community! Let's succeed together.

By signing here, I acknowledge that I have read and understand the Exhibiting Artist Policies:

Artist Name:

(Please Print)

Cell Phone:

Other Phone:

Email:

Mailing Address:

Signature:

Date:
