

Galloway Law and Media represents a wide range of entertainment clients. We don't want to forget about our visual artist clients. We've assisted them in their representation of their artwork with galleries locally and nationally. When Visual Artists (VA) come to us they ask primarily about a few key things: commission (how much will I get paid?) and their ownership interests. We understand the importance of these issues but there are additional key items that you need to cover. In order to make sure that you have a properly drawn up and drafted agreement, we will highlight key points that should be included in your Artist-Gallery Agreement at a minimum:

1. First, let's talk about the Term of the agreement. As an unknown VA, you will want a term that is somewhere in the middle in terms of getting exposure to your artworks; meaning one that is not too long thereby establishing a long-term relationship with a Gallery that you've never worked with and one that is too short.
2. As to point number one, decide whether or not you want to give the Gallery exclusive or non-exclusive agency over your artworks. These factors go hand in hand when thinking of your goals and long-term plans as an artist.
3. Make sure that your contract thoroughly fleshes out the role of the Gallery as your promotional arm. What will they do? What does it mean to promote your artworks? Where will they be promoting your artworks? Will you have solo or group exhibitions or both? Where (e.g. location of the Gallery) will your work be displayed and how? Do you have artistic control over your exhibitions? Let's not forget expenses. How much will be expended? Are you required to cover any of the exhibition expenses that may be ancillary to the Gallery? The foregoing is not exhaustive. The issues that are raised here require detailed planning, thought and negotiation with the Gallery. These issues tie in to one of the questions that VA's usually ask initially. Provide a detailed list of your consigned artworks and a description of such and price as an exhibit to the agreement.
4. What if there is loss or damage to your artworks while in the care of the Gallery? During transport? Make sure that you cover these issues, as well.
5. How much commission will the Gallery get? That depends on your reputation, longevity, etc. but you will of course, want to negotiate a reasonable commission; one that falls within the customary percentages in the industry.

Rounding out this discussion, a VA should not his or her intellectual property rights, audit rights, risk mitigation and termination rights. In sum, if you receive a short email version (which I have actually seen!) of an Artist-Gallery Agreement make sure that in its brevity many of the key legal issues that are needed to protect you are not lost.

*-Entertainment Counsel for Creative Entities and Creative People*

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