



EXAMPLE

Mission Statement:

*To create a strong, creative, connected community through the arts.*

### **SAAC Artist Store**

The Starkville Area Arts Council (SAAC) is accepting applications from artists for the display/sale of their work in the SAAC retail gallery (**SAAC Artist Store**).

You will need to submit the following to have your work accepted:

1. Submittable Application (including images of works displayed)
2. Signed Letter of Agreement (included)

**PLEASE DO NOT BRING ANY WORK INTO THE SAAC UNLESS/UNTIL YOU ARE REQUESTED TO DO SO. YOU WILL BE NOTIFIED REGARDING THE ACCEPTANCE OF YOUR WORK.**

For your information, we have included in this packet the SAAC Letter of Agreement and Terms and Conditions. You will also find a sample of the required inventory sheet should your work be accepted.

All initial applications and completed forms **must** be submitted online via Submittable using the SAAC Artist Store application. For more information, please contact

Juliette Reid, Program Coordinator

[director@starkillearts.org](mailto:director@starkillearts.org)

(662) 268-6231

Note: SAAC reserves the right to reject any work after acceptance if the artwork does not match the digital or photographic image(s) presented in this application. We expect all SAAC & CDAF board members, volunteers, participants, vendors, and grantees to follow our Community Engagement Policy (below).

**COMMUNITY ENGAGEMENT POLICY:** SAAC is an equal opportunity organization. We do not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, operation of programs, and provision of services. We are committed to providing an inclusive and welcoming environment for the public, all members of our staff, volunteers, vendors, and artist communities.

I have read and agree to the SAAC Community Engagement Policy. (Please check box)

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## LETTER OF AGREEMENT (updated 12.6.2024)

This Letter of Agreement is entered between the Starkville Area Arts Council (SAAC) and \_\_\_\_\_ hereinafter referred to as the ARTIST.

The Starkville Area Arts Council (SAAC) agrees to display and/or promote the sale items furnished by the ARTIST in the SAAC Artist Store for a period of 6 or 12 months, beginning on \_\_\_\_\_. The SAAC Artist Store is located at 109 W Main Street (inside Proof Bakery) and is open during SAAC business hours (Tuesday-Friday, 10 am - 4 pm, excluding Holidays) as well as availability for sales during Proof Bakery business hours. If an ARTIST's work has not sold during that time period, the ARTIST will be asked to pick up the work within four (4) weeks after the end of the 6 or 12 months agreement has ended on \_\_\_\_\_. If the work is not picked up within this time, **it will become the property of the Starkville Area Arts Council.** A 40% sales commission will be assessed against the retail price provided by the ARTIST. The ARTIST will be paid the gross, less commission and sales tax, on or about the 10th of the month following the month of sale. During special events (such as unWine or other events) that require discounts for participation, SAAC will discount pieces a maximum of 20% of the listed price. The 20% sales commission will still be assessed and the artist will be paid the gross of the discounted price less commission.

Space is very limited. Shelf dimensions vary and placement is based on currently available space and the mediums of accepted artists. ARTIST may not use other rooms, facilities, or equipment in the Facility without first obtaining SAAC approval. All works must be for sale. All works must be original by the artist contracted with SAAC. Any items not meeting these requirements may be subject to removal. Accepted ARTISTS will also receive a letter code from SAAC. This must be affixed to each piece, along with the item number, title, name, and retail price. Each ARTIST must also provide an inventory sheet of their accepted work to the front desk at the time of delivery (a sample inventory sheet is included in this packet). If items are changed in any way at any time during the length of the contract, the ARTIST must provide SAAC with an updated inventory sheet. In the event that more than one ARTIST is displaying remarkably similar or near identical items, preference will be given to the ARTIST who submits the inventory first. It is advised that each ARTIST maintain a duplicate of said inventory sheet and this contract. SAAC only provides space to the ARTIST. The ARTIST will need to supply any and all decorations, business cards, signage, etc. for their booth.

The final decision to display any or all pieces submitted to the SAAC Artist Store will be made by SAAC Staff.

ARTIST acknowledges that SAAC accepts no responsibility for the safeguard, protection, or insurance of any art displayed for sale at the SAAC Artist Store or SAAC Art in Public Places Gallery (the main gallery, except having a security system in the building and an employee or volunteer present at any time the building is open to the public.

Length of Occupancy (check one):                       6 months                       12 months

ARTIST Printed Name:

E-Mail:

Phone:

ARTIST Signature:

Date:

SAAC Signature:

Date:

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## TERMS AND CONDITIONS

### 1. PROJECT AND FEES

#### 1.1. Project

ARTIST will provide works to present for sale at the SAAC Artist Store (as described in the Letter of Agreement) to the public at the SAAC Office and for the period specified in the Letter of Agreement.

#### 1.2. Fees and Payment

SAAC will pay ARTIST their commission percentage in the amount and at the time as specified in the Letter of Agreement.

### 2. PREPARATION, INSTALLATION, AND PRESENTATION

#### 2.1. Responsibilities

SAAC and ARTIST will each carry out their respective responsibilities and provide the materials identified in, and by the dates provided in, the Letter of Agreement.

#### 2.2. Project Development

ARTIST will share information and work in conjunction with SAAC staff and volunteers for updates of the SAAC Artist Store. Unless otherwise provided in the Letter of Agreement, ARTIST will be responsible for providing products, and securing tools, materials, and decor needed. ARTIST will inform SAAC at the earliest opportunity if there is any change in the nature or scope of the Project.

#### 2.3. Equipment and Production

Client owns basic hand tools, ladders, power tools, and consumer grade (collectively, "Equipment"), and will allow ARTIST to use them. Any Equipment that ARTIST uses will remain the property of SAAC. If ARTIST requires special tools for the Project that SAAC does not own, ARTIST is responsible for obtaining and paying for such tools. SAAC will not be responsible for the loss, theft or damage of ARTIST tools or belongings. If ARTIST uses its own equipment, SAAC does not assume responsibility for damage to such equipment incurred during use by ARTIST or ARTIST'S collaborators or assistant(s).

#### 2.4. Installation

Starkville Area Arts Council

[director@starkvillearts.org](mailto:director@starkvillearts.org)

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ARTIST will install the Project during the dates specified in the Letter of Agreement. ARTIST will inform SAAC at the earliest opportunity if there is any change in the installation requirements indicated in the Letter of Agreement.

**2.5. Store Hours, Receptions, and Attendant Event**

SAAC will open the Artist Store to the public on the days and times specified in the Letter of Agreement. As the SAAC facility is used for a number of other programs, hours outside of these times must be cleared and approved by SAAC Staff. SAAC may host public receptions. If applicable, any such reception or party will be held on the day and time specified in the Program Details.

**2.6. De-Installation**

ARTIST will de-install the Project during the dates specified in the Letter of Agreement. ARTIST will make arrangements for relocating the Project following de-installation.

**3. COPYRIGHT AND OWNERSHIP**

**3.1. Copyright Control**

ARTIST will retain all copyright, title, and interest in any intellectual property that Artist creates in developing the Project. ARTIST represents and warrants that: (i) the Project is solely the result of the artistic effort of ARTIST ; (ii) the Project is unique and original and does not infringe upon any copyright or the rights of any person; and (iii) ARTIST'S performance under this Agreement does not and will not conflict with or result in a breach under any other contract by which ARTIST is bound.

**3.2. Ownership and Documentation**

ARTIST and SAAC may document creation, installation, display, and de-installation of the Project through photos, videos, sketches, and other media. ARTIST and SAAC will each own any such documentation it may create, and will make copies available to the other party upon request for uses as may be agreed at the time. SAAC may use both its own and any documentation provided by ARTIST for the purposes set out in Section 4.2

**4. MARKETING AND PROMOTION**

**4.1. Publicity**

SAAC will provide all publicity for the Project, including, without limitation, initial announcement, social media, webpage, text and email alerts, and press release (collectively, "Promotional Materials"). SAAC has the right to edit any publicity and gallery texts. ARTIST is not entitled to inspect or approve versions of any Promotional Materials or documentation prior to its use by SAAC, nor is ARTIST entitled to receive any payment for any such use by SAAC. ARTIST will inform SAAC of any and all press inquiries and leads regarding the Project's presentation at SAAC. ARTIST will provide to SAAC a current CV, statement about work and Project images upon request.

**4.2. Use of Photographs and Videos**

SAAC may: (i) reproduce the Project for publicity; (ii) photograph or videotape the Project for SAAC's records and for such other purposes as SAAC will determine;

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and (iii) permit the public to photograph the Project. SAAC will provide ARTIST with copies of Project image files upon request.

#### **4.3. Credit and Recognition**

ARTIST will credit SAAC in any and all publications, websites, and printed materials that promote or publicize the Project in any way. ARTIST will state the following on all materials: "This project was hosted by Starkville Area Arts Council." ARTIST will consult with SAAC on the language included in any acknowledgment. ARTIST will credit additional funders of the Project.

#### **4.4. Name and Logo Use**

SAAC and ARTIST may use the other's name and logo for the purposes of promoting the Project on their websites, marketing materials, and other outreach-oriented materials relating to the Project. SAAC will obtain no rights to ARTIST'S name and logo, and ARTIST will obtain no rights to SAAC's name and logo, except for the purposes of promoting the Project.

### **5. RELATIONSHIP**

#### **5.1. Independence**

SAAC and ARTIST are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. ARTIST will not be entitled to or eligible for any benefits that SAAC makes available to its employees, including, without limitation, coverage under any SAAC medical, dental, liability, automobile or other insurance policies. ARTIST waives any rights or claims to those benefits. Neither SAAC nor ARTIST has the power or authority to bind or obligate the other to a third party or commitment in any manner.

#### **5.2. Contracts and Third Parties**

SAAC and ARTIST are not required to enter into contracts with third parties in order to carry out their respective Project responsibilities. Any contracts will be the sole responsibility of the party entering into the contract; neither SAAC nor ARTIST will assume any liability for or guarantee the performance of the other in conjunction with any of these contracts.

### **6. INSURANCE AND INDEMNIFICATION**

#### **6.1. Insurance**

ARTIST is not insured by SAAC and will not hold SAAC responsible for any accidents or injuries that may occur in conjunction with the Project. SAAC will carry or obtain insurance specific to the Project, if any, specified in the Letter of Agreement.

#### **6.2. Indemnification**

ARTIST will defend, indemnify and hold SAAC and its directors, officers, employees, agents, and assigns (collectively, the "Client Parties"), harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise directly or indirectly from: (i) ARTIST's performance under or breach of this Agreement, or (ii) any claims by third parties involving the Project,

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including any claims of infringement, misappropriation, or otherwise regarding the Project. ARTIST will have no obligation to indemnify Client Parties to the extent the liability is solely caused by a Client Party's gross negligence or willful misconduct.

### **6.3. Risk and Loss**

ARTIST will bear the risk of loss or damage to the Project until the installation of the Project. ARTIST will take such measures as are reasonably necessary to protect the Project from loss or damage. SAAC will bear the risk of loss or damage to the Project prior to the final acceptance only if, during such time, the partially or wholly completed Project is in the exclusive custody, control and supervision of SAAC .

## **7. TERMINATION**

### **7.1. Termination**

ARTIST and SAAC may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. ARTIST and SAAC may also terminate this Agreement upon a material breach by the other party, effective immediately upon delivery of a written notice to that effect

### **7.2. Effect of Termination**

Upon termination, SAAC and ARTIST will promptly cease any use of any of the other's materials, names, logos, and other marks. SAAC and ARTIST will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 3, 4, 6, 7.2, and 8 will continue in effect.

## **8. GENERAL PROVISIONS**

### **8.1. Assignment**

This Agreement and all portions of it are intended to obtain the personal services of ARTIST as an independent contractor and will not be assigned by ARTIST without the written approval of SAAC.

### **8.2. Entire Assignment; Amendment**

This Agreement describes SAAC's and ARTIST's entire agreement and supersedes all prior or contemporaneous written or oral communications between SAAC and ARTIST relating to the Project. This Agreement may be amended only as stated in writing signed by both SAAC and ARTIST stating that it is an amendment to this Agreement.

### **8.3. Severability; Waiver**

If any provision of this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### **8.4. Governing Law**

This Agreement is governed by Mississippi law.

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## 8.5. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.