

**Yosemite Sierra Artists Gallery**  
**Display Artist Application and Agreement**

Yosemite Sierra Artists, Inc. ("YSA") is a 501(c)(3) non-profit California corporation. It holds a lease for the gallery premises located at 40879 Highway 41, Suite 1-I, Oakhurst, California 93644 ("the gallery"). YSA welcomes current, paid YSA members of diverse skill levels and experience as gallery display artist applicants. Applicants are encouraged to participate in and support YSA activities, including (but not limited to) attending YSA's monthly art demonstrations, portrait group, photography group and plein air outings as well as contribute to YSA's administrative needs. Acceptance as a gallery display artist will take into account the applicant's active participation in YSA, as well as the applicant's ability, availability and willingness to staff the gallery, among other considerations.

Participating in YSA's gallery as a display artist requires commitment, passion and dedication to the mission of YSA and the success of the gallery. Participating display artists contribute vision, time and energy to maintain and promote the gallery within our community and with outreach beyond it.

The YSA gallery is committed to stimulate and develop visual arts skills of YSA members and the ancillary public communities in which YSA interacts. We desire to provide a facility and physical home base for the display and sale of art work created by YSA members, as well as to encourage the acquisition of art by the surrounding community and visitors.

To apply as a YSA member display artist at the gallery the artist is required to submit three representative examples of art work which should be framed or mounted, priced and ready to display. Three dimensional pieces are welcome and should include stands or pedestals as appropriate. The gallery manager and/or members of the YSA board will evaluate the work submitted. If art works are to be hung, wire should be permanently affixed to the back; no saw tooth hangers will be permitted. In addition, each piece should be tagged with identifying information, including the artist's name, medium, price and contact information. Any art submitted with an application shall be returned to the applicant after review is completed.

**If accepted as a YSA gallery display artist, YSA and you agree to the following:**

1. Each display artist shall maintain their YSA membership and keep dues current.
2. Each display artist shall be assigned a defined space for the display of each artist's art. The artist will confine their display to within the borders of their assigned space. Using the defined space allotted, the artist is free to choose the number of works, sizes and placement within the assigned space. Each artist will maintain their own inventory of art works – while YSA will make all possible effort to adequately describe each piece sold, the description will be based on the information provided by the artists. As well, based on the information provided by the artists, YSA will generate uniform labels or tags to accompany each work exhibited. No handwritten labels or tags will be displayed. The labels will identify the artist, the title of the work, the medium, the price and any other information the artist chooses to include. This should not include any narrative or description. Should the artist elect, a QR code may also be incorporated on the label, enabling patrons to access more information.
3. YSA reserves the right to request the removal of any art that YSA deems, in its own discretion, to be unqualified for exhibition as offensive, pornographic or unsuitable for general public viewing.
4. YSA will devise and publish a plan for periodic rotation of artist space, to equitably enable each artist's works to be cycled through the gallery locations for viewing.

5. YSA expects artists may want to display note cards, prints, mugs and other merchandise. These items will share allocated space with similar items by all artists. YSA reserves the right to permit or disallow baskets, bins, note card holders or other equipment for display purposes. YSA will endeavor to provide uniform bins, shelving and equipment to equalize and maintain integrity of display areas.

6. Each display artist shall staff the gallery at least twice per month. Winter (Jan/Feb/Mar) shifts will be 12-5, Wed. to Sun. (Closed Mon/Tues.) Shifts will be split into four hour shifts (12-4pm) and three hour shifts (4-7pm), Wed. to Sun. the rest of the year. Each display artist will staff a minimum of two shifts per month. Signups for shifts will be solicited and a quarterly schedule will be generated and shared among the YSA display artists. If using multiple panels, display artist shifts will increase by the number of panels occupied. If an emergency arises preventing a display artist from performing scheduled staffing duties, that artist is responsible for either trading shifts with other display artists or hiring (and paying) a substitute to cover the shift(s). A roster of display artists with contact information will be created and shared among those participating. That roster is private, proprietary information and may not be gifted or sold outside of the gallery. A list of alternative staffers for hire will be generated and circulated. It is the staffing display artist's responsibility to negotiate with and pay any substitute. YSA is not responsible for the use of or cost for using a substitute.

7. When staffing the gallery, display artists will execute sales using the credit card processing system employed by the gallery. Each display artist will attend training sessions to become familiar with the methodology used to process sales.

8. There are no additional monthly dues (outside of regular, annual YSA membership dues) charged to participating gallery display artists. If a display artist's work is sold, YSA and the display artist agree that a forty percent (40%) commission is payable to the gallery (artists should price their works taking this into account). The display artists shall receive the remaining sixty percent (60%) of each sale, less the cost of credit card processing fees. The gallery will record and report sales monthly, issuing checks to display artists for sales, for their proportional interests (60% minus credit card processing fees) within ten (10) days from the end of each calendar month. YSA will obtain a California sales tax resale license and will charge sales tax to the purchaser. YSA will report sales tax to the State of California periodically as required.

9. When staffing the gallery, artists who complete sales (regardless of whether the sale is their own work or another's) are entitled to a ten percent (10%) bonus on the gross sale (exclusive of sales tax). The ten percent (10%) bonus will be credited to the staffing artist from YSA's forty percent (40%) commission. This is intended to encourage each display artist staffing the gallery to learn sales skills (YSA will provide training) and facilitate as many art sales at the gallery as possible.

10. YSA undertakes no liability for lost, stolen or damaged items. While YSA maintains premises liability insurance coverage, it does not insure the contents. Therefore, each artist is encouraged to contact their own insurance provider and ensure they have adequate off-premises coverage for their own art works.

By completing this application and agreement, the display artist applicant agrees to the terms stated. By countersigning this application and agreement YSA, through a designated and approved representative, agrees to accept the application of the display artist and adhere to the terms stated. At any time, should the display artist fail to meet the conditions stated above, YSA reserves the right to immediately terminate this agreement and remove the display artist's work from exhibition at the gallery. In the event an agreement is terminated, YSA will give notice to the display artist in writing via email. A display artist may terminate this agreement at any time by providing thirty (30) days advance notice in writing to YSA.

Display Artist Printed Name: \_\_\_\_\_

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

Display Artist Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Display Artist Cell Phone/Home Phone: \_\_\_\_\_

Display Artist Email Address: \_\_\_\_\_

Display Artist Bio – please complete below or attach printed bio

What is your preferred medium? \_\_\_\_\_

On what themes or subjects do you focus? \_\_\_\_\_

\_\_\_\_\_

What are your influences and from where do you draw inspiration? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What art education/tutelage have you received? \_\_\_\_\_

\_\_\_\_\_

Do you have an online presence? Please list: \_\_\_\_\_

\_\_\_\_\_

How do you want to grow as an artist? \_\_\_\_\_

\_\_\_\_\_

Have you exhibited before? Where? \_\_\_\_\_

\_\_\_\_\_

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(YSA gallery staff use only)

Reviewed by YSA on \_\_\_\_\_ by \_\_\_\_\_

Approved \_\_\_\_\_ Rejected \_\_\_\_\_ Other \_\_\_\_\_

Display artist notified by: \_\_\_\_\_