

## OTG Wall and Floor License to Display Contract

Date of Jurying: \_\_\_\_\_ Start Date: \_\_\_\_\_ Deposit Fee: \$ \_\_\_\_\_ Check #: \_\_\_\_\_  
1st License to Display Fee (to be paid for each rotation): \$ \_\_\_\_\_ Check #: \_\_\_\_\_  
Name of Licensee-Artist: \_\_\_\_\_ Email (required): \_\_\_\_\_  
Preferred Phone Number: \_\_\_\_\_ Other Phone Number: \_\_\_\_\_  
Type of Space: \_\_\_\_\_ Jury Approved Mediums: \_\_\_\_\_

The San Dieguito Art Guild (SDAG) and Off Track Gallery (OTG) provide a wonderful opportunity for artists to display their work to the public. This privilege is dependent upon the goodwill, friendly cooperation and consistent efforts of the multitude of Licensee-Artists (over 65 to date) who display and staff the gallery and of Board Members, Coordinators, and others who manage and maintain the gallery. The Terms and Conditions of this contract contain important rules that have been refined over time to serve to keep the Off Track Gallery on track and in business.

### Terms and Conditions

1. Licensee-Artist positions are rotated approximately every two months. Rotation cycles are Dec/Jan, Feb/Mar, Apr/May, Jun/Jul, Aug/Sep, and Oct/Nov. Rotation dates are posted on the Staffing Calendar and in the front desk Staffing Book
2. FEES AND JOB OBLIGATIONS:
  - a. Wall exhibition half spaces are licensed at \$50 per rotation cycle and are typically approximately 48 inches wide by 56 inches tall. Full wall spaces are licensed at \$100 per rotation cycle. Some wall spaces vary in size and shape.
  - b. Floor exhibition License to Display spaces vary according to the type of display: Towers and Cubes are licensed at \$100 per rotation cycle; Jewelry Shelves are licensed at \$60 per rotation cycle, and Sculpture Areas are licensed at \$20 per rotation cycle. Towers spaces may be shared by two Licensee-Artists at \$50 each.
  - c. A deposit of \$80 is required to start. This deposit will be returned if the Licensee-Artist provides a 60 day written notice to the Chair in charge of their space and if they quit in good compliance with these terms and conditions and the relevant OTG procedures.
  - d. All exhibited works of art are placed in the OTG for sale. A 15% commission is taken by SDAG for each displayed item sold.
  - e. Licensee-Artists are required to staff the Off Track Gallery in four-hour shifts, three times each rotation cycle. They must staff one shift each month during the rotation cycle and a third shift during either month. The third shift may be waived if the Licensee-Artist has a qualifying job. Qualifying jobs must be signed up for through the Jobs Chair, two weeks before the upcoming rotation.
  - f. Full Wall and Full Floor Tower Licensee-Artists may be required to staff an additional shift during rotations. They will be notified in advance when this is found to be necessary to fill our calendar shifts. This typically occurs over the summer months when the gallery hours are extended.
  - g. Rotation Staffing Calendars are placed in the gallery for general sign up a couple of months in advance of its starting point and then removed by the Calendar Chair for reconciliation about two weeks before the rotation starts. Licensee-Artists must be signed up for all of their shifts at least two weeks before a rotation begins or they may be assigned shifts. For more Staffing Calendar information, see the OTG Wall and Floor License to Display Procedures.
  - h. If a Licensee-Artist cannot work their shift(s), they must find a qualified substitute staffer to work their shift(s). Licensee-Artists can switch shifts with other qualified staffers or they can hire a paid staffer. (The typical rate is \$40 per shift.) Failure to staff the gallery will place the Licensee-Artist in non-compliance and result in a \$60 penalty. Consideration may be made by the Gallery Committee for uncontrollable emergency situations.
  - i. All Licensee-Artists are required to attend staff training and Wall or Floor Orientation. Training may be updated over time and it is the Licensee-Artist's responsibility to stay up to date.
  - j. Licensee-Artists are required to follow the current "OTG Wall and Floor License to Display Procedures" found on the SDAG website, in the Staff Training Guide and in the Staff Participation Book. These procedures include detailed

information about hanging methods, wall placement, labeling, jewelry shelves, towers and 3D cubes display rules, censorship, etc. Procedures may be updated over time and it is the Licensee-Artist's responsibility to stay up to date.

3. Licensee-Artists are allowed to display only those mediums that have been formally approved by the SDAG Jury Committee. Members are required to display in the OTG Monthly Show three times before being juried.
4. Greeting cards, unframed prints and books are not allowed as part of the Licensee-Artist's Wall or Floor Display.
5. At the start of each rotation, Licensee-Artists should remove approximately a minimum of 50% of their art from the gallery and replace with either new or previously exhibited work that was not exhibited during the past two months. With the exception of photography and wood block printing, approximately 50% of the Wall or Floor art must be original pieces; only 50% may be gicleés or prints. If you are displaying only one item, it can be a print.
6. If a Licensee-Artist cannot attend to their rotation, he or she must arrange to have all of their Licensee-Artist obligations fulfilled. They should arrange for another person to rotate their display for the upcoming rotation. They must provide advance notification of their absence to the Chair in charge of their exhibit. Rotating your exhibit is NOT the Wall or Floor Chair's job.
7. CODE OF ETHICS: When staffing or participating in any SDAG event or OTG activity, the Licensee-Artist agrees to abide by the following code of ethics and understands that violation could result in termination of their exhibition privileges and membership:
  - a. NO discrimination, biased opinions or offensive name calling against people based on race, creed, or sexual orientation.
  - b. NO SDAG/OTG business discussions with Lumberyard tenants and management. These discussions are limited to authorized Board Members only.
  - c. NO negative comments regarding other Members' work, or about SDAG, OTG, and/or its operations in front of nonmember OTG customers.
8. All Licensee-Artists must be members of the San Dieguito Art Guild who have signed the San Dieguito Art Guild Membership Agreement. Licensee-Artists who fail to pay dues after September 30 will be in non-compliance and dropped from the membership rolls.
9. The current SDAG Membership Agreement and the OTG Wall and Floor Licensee-Artist Procedures are incorporated into these Terms and Conditions. These are available on our website. Licensee-Artist acknowledges and agrees to these important points made in the SDAG Membership Agreement:
  - a. Licensee-Artist guarantees that all items of art that they display at the OTG and any SDAG event are of their own artistic endeavors to the extent that they do not infringe upon any copyrights or invade privacy, and do not libel or slander any individual. Licensee-Artist guarantees that all images of their art and/or of themselves that they provide to SDAG and OTG do not violate copyright law and may be used freely for publicity and news.
  - b. Licensee-Artist gives the SDAG and OTG permission to use images of their self and/or their art for advertising, marketing, publicity, newsletters, news releases, the SDAG/OTG website, and social media. Licensee-Artist understands that these images may be used without their being credited and without their prior approval or inspection.
  - c. Licensee-Artist agrees to hold harmless and indemnify SDAG and OTG if their art and/or any images that they provide to SDAG are in violation of copyrights, privacy, libel or slander.
  - d. Licensee-Artist agrees that SDAG and OTG are not responsible for damage to or theft of their art. Licensee-Artist is advised to insure their own art.
  - e. Licensee-Artist agrees that in the event their art is deemed unsuitable for display by the Off Track Gallery Committee, or if they have not followed SDAG Event or OTG Procedures, or if their membership is terminated or expires, he or she will remove their art from the Off Track Gallery. Licensee-Artist agrees that if it remains in the gallery longer than 30 days, it may become the property of the SDAG. (Immediate retrieval of art helps prevent damage or loss.)
  - f. Licensee-Artist agrees that in the event that this Membership Agreement and/or any SDAG/OTG Procedures and/or Bylaws are modified by SDAG Board approval, their continued participation or membership renewal constitutes their agreement. Licensee-Artist agrees that they are responsible for going on the SDAG website and reading them when informed. (Updates are sent to Members' email addresses on file.)
10. The term of this contract extends for the duration of the Licensee-Artist's participation and continued License to Display payments or until the Licensee-Artist is found to be in such non-compliance that they are removed from their exhibit by the Wall or Floor Chair or the Gallery Committee.

I agree comply with the "OTG Wall and Floor License to Display" Contract and its incorporated documents. I understand that non-compliance may result in revocation of the right to exhibit in the Off Track Gallery and loss of fees paid,

Licensee-Artist Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_