**Artist Rider Agreement Template**

**written by Lauren van Haaften-Schick & the Luminary, St. Louis**

**edited by The Present Group, Oakland**

This rider was created for the workshop *Non-Participation*, organized by Lauren van Haaften-Schick and The Luminary on August 9th, 2014 as a template for artists to use in articulating their needs to a host organization for exhibitions, residencies and other opportunities. A rider is an additional amendment to a legal agreement that sets out an artist’s requirements for participation in any given opportunity. Not quite a contract, it often acts as a more personalized lists of requests of a producing organization, gallery or other entity, spelling out detailed demands that must be met for the organization to remain in good standing, or for the artist to complete the project agreed upon. By defining one’s needs in a written, agreed-upon form, a rider can help eliminate confusion as to what is being offered and who is responsible for what aspects of the opportunity.

This document should be customized to include the primary needs and requests of each individual artist as well as the capacity and capabilities of the producing organization, and is expected to evolve over time in relation to an artist’s changing needs. Use the below form as a starting outline for the types of requests that may be included in the rider, but consider your personal needs, professional and creative goals, what sacrifices you may or may not be willing to make, and your unique artistic requirements and experience in creating your rider.

**Directions:**

The first of the following two templates has tips and suggested examples of how to phrase your demands and requests. All highlighted areas are areas to customize and fill with your specific content. If using this one, make sure to remove all highlighted areas.

The second is completely blank. Use this one to start fresh and refer to the previous template for suggested content examples.

You may add any additional items to the list as you see fit.

**Artist Rider Agreement**

BETWEEN: **host institution/gallery/organization - whomever you’re working with**

hereinafter referred as the “**Gallery**.”

AND: **artist name - YOU!**

hereinafter called as the “**Artist**”.

01. This rider is an integral part of the contract to which it is attached and must be signed and returned with the contract. Any proposed alterations to this rider must be agreed upon between the Gallery and the Artist before being made, otherwise all clauses must be strictly adhered to. All changes require written approval by all parties. All arrangements in this rider are for the account and the responsibility of the Gallery.

02. The Gallery agrees to sign this contract and rider in all places indicated and return it to the Artist or their representative at least four weeks prior to the engagement covered herein or within one week of receiving it, whichever is the sooner.

03. **Payment**: (Enter your stipulations here. Remember that this section may change the most depending on the capacity of the presenting organization. Include as few or as many terms as you deem necessary. Examples: Gallery will pay Artist a Stipend of no less than X amount; Gallery will provide Artist with a Production Budget of X amount; Artist will pay Gallery no more than X amount, in exchange for the exhibition of their work in a manner that meets all other terms described in this rider; Artist accepts the following forms of payment...; The Artist will receive the agreed upon percentage of any sales within 30 days of Gallery’s receipt of payment in full; etc)

04. **Shipping:** (Examples: Artist has obtained a professional estimate of shipping costs, which are expected to total X amount; Gallery is fully responsible for shipping; Gallery provides return shipping; Artist is fully responsible for shipping; Forms of acceptable shipping - FedEx, USPS, UPS, Professional Art handler required, etc)

05. **Travel/Accommodations:** (Examples: None needed; Gallery responsible; Artist responsible; Artist responsible for travel, Gallery for accommodations)

06. **Commission from Sales:** (Be precise! Examples: 100% to artist; 100% to gallery; 50/50; 30% to gallery, 70% to Artist; NFS; Buyer to work directly with Artist)

07. **Use of Artwork/Images:** (Examples: Rights belong to the Gallery; Rights belong to the artist; Images of the Artist’s work can be used non-commercially by Gallery, but rights belong to the Artist; Images can be used commercially by Gallery, but rights belong to the Artist, and the Artist shall receive 50% of all profits earned, or a flat fee of X for commercial use in a specified manner)

08. **Promotion and Publicity:** (Examples: Artist requires Gallery to send out press release to local and national media; Artist requires Gallery to Design and Print Posters/Postcards; Artist requires Gallery to send out Mailers; Artist must approve all ads, etc)

09. **Insurance:** (Examples: Minimum of X coverage for fine art; Responsibility of the Artist solely; Responsibility of the Gallery solely; none provided)

10. **Staff:** (Examples: Gallery will provide X staff hours for install/deinstall; Artist requires X knowledgeable staff for technical assistance and/or oversight; Gallery will ensure that artwork is supervised while on display)

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Artist Signature (or Representative) Date

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Gallery Representative Signature Date

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