

## BY WESTERN HANDS ARTISAN AGREEMENT

This Agreement is made effective this 1st day of June, 202\_\_, between BY WESTERN HANDS, a Wyoming non-profit public benefit corporation, referred to as "BWH," and \_\_\_\_\_ (name) of \_\_\_\_\_ (address), referred to as "ARTISAN." BWH and ARTISAN are sometimes referred to as the "Parties".

### RECITALS:

BWH was formed to conserve and perpetuate the legacy of western design and craftsmanship of works of functional art for the education, benefit and enjoyment of the public and the preservation of the legacy of western design and craftsmanship.

BWH has developed, owns and operates a museum, craftsman shop, gallery with website and exhibition hall open to the public, at which it conducts educational programs and shop demonstrations known as "By Western Hands Museum and Gallery" ("BWH Gallery") in Cody, Wyoming.

BWH selects volunteer artisans and craftsmen of western design and functional art referred to as the "By Western Hands Artisans" (the "BWH Artisans") to assist in carrying out BWH's mission. BWH Artisans must:

- A. have demonstrated skills and excellence in design and creation of works of functional art that are original and authentic examples of western design and craftsmanship ("Works");
- B. volunteer their time, talent and services as instructors and mentors to provide educational experiences and opportunities for apprentices and students of western design and craftsmanship;
- C. support educational programs developed and sponsored by BWH;
- D. consign Works for display, exhibition and sale in Cody, Wyoming at the BWH Gallery and on the BWH Website; and
- E. comply with standards of excellence established by BWH and be recognized as a BWH Artisan.

The undersigned Artisan; (1) has been selected by BWH as a BWH Artisan, (2) has agreed to volunteer time and talent to support BWH, to carry out the mission and to participate in the activities of BWH as described in this Agreement, and (3) agrees to the terms and conditions of this Agreement.

The Parties agree as follow:

1. Artisan has been selected as a BWH Artisan for the year June 1, 202\_\_ to May 31, 202\_\_ (Agreement Year). Artisan agrees to pay to BWH an annual fee of Four Hundred and Fifty (\$450) for the Agreement Year for acceptance as a BWH Artisan to offset administrative expenses of BWH. An annual acceptance fee for future Agreement Years following 2021 will be set by BWH prior to the beginning of each Agreement Year. If Artisan is selected as a BWH Artisan for

future years, BWH will send written notice of the new annual acceptance fee and the due date of the fee to the address of Artisan shown in this Agreement together with an updated form of BWH Artisan Agreement for each year following 2021.

2. BWH agrees to display and exhibit works of Artisan that are approved and selected by BWH ("Selected Works") at the BWH Gallery and on the BWH Website.

3. Artisan agrees to provide not less than [minimum number] of Selected Works during the term of this Agreement for display and exhibition at the BWH Gallery in Cody, Wyoming and on BWH Website. BWH reserves the right to make the final selection of all Selected Works for display and exhibition in the BWH Gallery and BWH Website. BWH may accept or reject any work submitted by Artisan for approval and selection, based on standards of western design and craftsmanship established by BWH ("BWH Standards").

4. Artisan represents and agrees that all works submitted for selection will be original and authentic works designed and made by Artisan.

5. Artisan agrees to enter into a consignment agreement in writing on mutually agreeable terms and conditions to support the mission and purpose of BWH and its activities.

6. Artisan grants permission to BWH to reproduce and use the Artisan's name, credentials, profile, image, and collected information, including descriptions and images describing Artisan's Selected Works, for the purpose of display, promotion and publicity relating to BWH and its mission and activities, without limitation, during the term of this Agreement and thereafter so long as Artisan is a BWH Artisan and during any extension or renewal of this Agreement or subsequent agreements.

7. Artisan agrees to provide not less than [ ] hours of volunteer time and services as mentor, shop or classroom instructor and/or [ other ] during the term of this Agreement.

8. Artisan agrees to attend meetings of BWH Artisans, if possible, and to participate in the programs and activities conducted by BWH Artisans. Artisan agrees to respond promptly to any questions or requests for information submitted to Artisan by BWH regarding the duties and obligations of Artisan under this Agreement.

9. BWH shall have sole discretion as to the selection of the date and place of all displays and exhibitions of Selected Works at the BWH Gallery and on the BWH Website and as to the timing of all special events, activities and programs that include or involve Selected Works for exhibition and display at the Gallery, taking into full consideration the best interests of all BWH Artisans.

10. This Agreement is for a one-year term only coincident with the Agreement Year. This Agreement may be terminated by mutual consent or on thirty (30) days written notice by either Party to the other; provided that annual dues are not refundable in whole or in part for any termination and any amount due and payable by Artisan or BWH under the terms and conditions of any consignment agreement with regard to Selected Works shall be due, payable and paid at the date and time of termination of this Agreement unless otherwise mutually agreed by the Parties in writing.

11. This Agreement shall be construed in accordance with the laws of the State of Wyoming, and any action to enforce the terms and conditions of this Agreement or any related action shall be brought in the District Court, Fifth Judicial District, Park County, Wyoming.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the date above written.

BY WESTERN HANDS,  
A Wyoming non-profit public benefit corporation  
By \_\_\_\_\_

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

BUSINESS NAME: \_\_\_\_\_

Artisan Name \_\_\_\_\_

Artisan Signature \_\_\_\_\_

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