

**NELSON GALLERY**

Thoughtful Art & Design  
Downtown Lansing, Michigan

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## A STORY

I've always wanted to own a retail shop. It's been a low-key kind of want, along with wanting to start a magazine, get a degree in psychology, and live in the middle of a South American jungle somewhere.

Instead, I own a marketing firm. This is a fact that happened half intentionally, half by accident. I'm pretty good at it, and it gets me in the region of a lot\* of those things on my low-key wish list.

\* Not the jungle. Nowhere close.

Here's the deal, though. Retail Shop has decided it's time has come. In the regular course of doing marketing, the Retail Shop decision was unbidden, and simply presented itself, dropped its luggage and decided to stay.

I'll back up.

Marketing Firm needed a new home, our lease is coming to an end. And all circumstances pointed—in flashing neon lights and with a soundtrack—toward taking a leap and buying the Nelson Building, a gem in downtown Lansing. Nelson as a space has been on my high-key wish list for, well, nearly decades. It was designed by George Nelson (THE George Nelson, one of the heroes of American Modernist design, and a person whose body of work inspires and inspires and inspires.)

The space was designed to house Leibermann's, a department store back in downtown Lansing's heyday. The store and its humans, the Price Family, occupied a place of high regard and with a reputation for thoughtfulness, attention to detail, and a love of beautifully made art and design.

So to skip a lot of detail, my family bought the space. It's a beautiful space. Marketing Firm will thrive there for many, many years. But the day came when I realized putting desks in that storefront would be silly. It's no good for the building, and it's no good for downtown. The space was meant to be retail, filled as it is with well-thought shelving and lighting. I looked at a glowing glass shelf and realized one thing:

"Wow some gorgeous pottery would look good there."

That's the day Retail Store dropped her bags. She looked at all this generous, thoughtful space and said she could make a life here. She said it looked quite logical.

## ABOUT

My name is Jen Estill, and as you may have guessed, I'm opening a gallery. I am also the principal and creative director at Redhead—a creative agency that specializes in brand strategy and marketing for social change. We help mission-led organizations convert skeptics and change cultural behaviors.

Redhead is in our 20th year, and in that time we've worked with more than 200 clients across a diverse range of industries. We continue to develop purposeful brands, strategies and campaigns which help impactful organizations enact long-lasting systemic change.

I'm an MSU grad with a degree in journalism. I live in Lansing with my spouse, John, and our three children. Redhead has been a fixture in Old Town, Lansing for quite some time. The move Downtown is a little bittersweet, but we're quite excited about the opportunity it provides as we embark upon our next 20 years.

## THE DETAILS

Nelson Gallery will be devoted to high-end art and design. We'll offer well-curated, one-of-a-kind art pieces as well as some wrap-around, accessible objects which encourage entry-level and frequent patronage. We'll be the second gallery in downtown Lansing, just a couple of blocks away from the Lansing Art Gallery (who, indeed, occupied this very space quite successfully for a number of years).

Nelson Gallery will take art pieces on consignment, with a focus on three-dimensional objects, as we have a gratuitous amount of shelf space. Wall pieces are welcome as space allows.

Nelson Gallery will open doors at 113 South Washington Square first quarter of 2021. (Who are we fooling, we mean March.) We'll host a ribbon cutting at that point, and fully engage with the downtown community to grow our reputation and patronage.

Nelson Gallery will occupy the storefront at 113, while Redhead will occupy the upper level. This co-existence provides a number of advantages for the new gallery. Redhead has budgeted to keep the lights on, pay the rent, buy the La Croix, and pay the people as it has for a number of years. Redhead is good at this, which gives Nelson Gallery all the time she needs to establish her space and her personality.

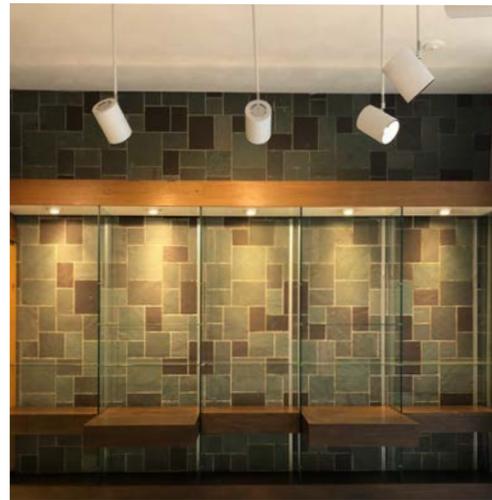
With the support of big sister, so to speak, Nelson Gallery will build a reputation as a vessel for thoughtful, high quality art and design pieces, and as a destination for those who wish to experience such things. Contrary to what Downtown's current landscape might

lead one to assume, we deeply believe that high-end retail can thrive here once again. We believe Nelson Gallery can be an anchor, our advantage of having low upstart and operations costs allowing us to weather the first few years that are often so tenuous for retail spaces.

We also believe there is a market to be captured in this specific location. When the world gets back to normal\*, Downtown will again enjoy tremendous amounts of foot traffic. And there is no denying that as the state capital, Downtown does host high-end patrons and visitors from around the state who are merely waiting for places enhance their downtown experience.

\* We know, normal will not be what we had before. But we're ok with that.

# THE SPACE



## NELSON GALLERY ARTIST AGREEMENT

### NELSON GALLERY

113 SOUTH WASHINGTON SQUARE  
LANSING, MICHIGAN 48933  
517-853-3681  
THENELSONGALLERY.COM  
CONTACT@THENELSONGALLERY.COM

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### **ARTIST and GALLERY hereby enter into the following Agreement:**

- 1. Agency; Purposes.** The Artist appoints The Gallery as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition, promotion, and sale. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to works consigned under this Agreement and does not make The Gallery a general agent for any other works.
- 2. Consignment.** The Artist hereby consigns to The Gallery, and The Gallery accepts on consignment, those Artworks listed on the attached Inventory Sheet which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. All Inventory Sheets shall be signed by Artist and Gallery.
- 3. Authority of Accepted Artist's Works.** Works of art may be accepted for consignment by any person designated in writing as authorized to accept works of art hereunder. The Gallery may reject artworks at the Owners discretion.
- 4. Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
- 5. Duration of Consignment.** The Artist and The Gallery agree that the initial term of consignment for the Artworks is to be a minimum of six (6) months, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Artist requests the return of any or all of the Artworks or The Gallery requests that the Artist take back any or all of the Artworks with which request the other party shall comply within 30 days.

## NELSON GALLERY ARTIST AGREEMENT

- 6. Identification.** All Artworks shall be labeled with Artist Number (assigned by gallery), Inventory Number, Title, Medium, Price. A full description of each Artwork as well as care and handling instructions (if applicable) will be provided by the artist.
- 7. Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to or from The Gallery are the responsibility of the Artist.
- 8. Responsibility for Loss or Damage, Insurance Coverage.** The Artist agrees to assume all risks and responsibilities inherent to public display of the Artworks, including the possibility of theft, physical damage, and/or vandalism. The Artist further assumes full responsibility for any and all claims and costs arising directly or indirectly in relation to their Artworks.
- 9. Fiduciary Responsibilities.** Title to each of the Artworks remains in the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for the Artist. The Gallery shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of The Gallery.
- 10. Removal from Gallery.** The Gallery shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.
- 11. Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that the Gallery's commission is to be 25 percent of the Retail Price of the Artwork. Any change in the Retail Price, or in the Gallery's commission, must be agreed to in advance by the Artist and the Gallery. Payment to the Artist shall be made by the Gallery on the 15th of every month, and will include all commissions due for any/all artworks sold. The Gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.
- 12. Artworks in final form.** All Artworks consigned to The Gallery will be delivered in final form and ready for sale. This includes, but is not limited to, framing construction or assembly.
- 13. Promotion.** The Gallery shall use its best efforts to promote the sale of the Artworks. The Gallery agrees to provide adequate display of the Artworks, and to undertake other promotional activities related to Artworks on display at The Gallery. The Gallery shall identify clearly all Artworks with the Artist's name, and the Artist's name shall be included on the bill of sale of each of the Artworks. The Gallery assumes all artistic control and responsibility for expenses incurred in The Gallery's promotional efforts.

## NELSON GALLERY ARTIST AGREEMENT

- 14. Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. The Gallery shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist."
- 15. Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by The Gallery to the Artist on the 15th of each month, with the payment of all commissions due. The Artist shall have the right to inventory his or her Artworks in the gallery and to inspect any records pertaining to sales of the Artworks.
- 16. Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by giving a sixty (60) day written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and the Artist shall retrieve all Artworks.
- 17. Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it. The Gallery reserves the right to update or modify this document and all terms therein on a yearly basis.
- 18. Miscellany.** This Agreement represents the entire agreement between the Artist and The Gallery. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver or breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of The Gallery, whether by operation of law or otherwise, without the prior written consent of the Artist. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.
- 19. Choice of Law.** This Agreement shall be governed by the law of the State of Michigan.

# NELSON GALLERY ARTIST AGREEMENT

## ARTIST INFORMATION:

NAME	PHONE NUMBER
ADDRESS	EMAIL ADDRESS
CITY, STATE ZIP	WEBSITE

ARTIST BIO:

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<b>ARTIST NUMBER</b> (assigned by gallery)	<b>LENGTH OF CONTRACT:</b>
	START DATE — END DATE

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I hereby agree to the terms set forth in the Nelson Gallery Artist Agreement.

## SIGNED:

ARTIST	NELSON GALLERY
DATE	DATE

# NELSON GALLERY ARTIST AGREEMENT — ARTWORKS LIST

ARTIST #

ITEM #	TITLE	RETAIL PRICE	GALLERY COMMISSION
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MEDIUM: \_\_\_\_\_ DIMENSIONS: \_\_\_\_\_

SPECIAL NOTES/INSTRUCTIONS: \_\_\_\_\_

DESCRIPTION/STATEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_ ARTIST INITIALS: \_\_\_\_\_ GALLERY INITIALS: \_\_\_\_\_

ITEM #	TITLE	RETAIL PRICE	GALLERY COMMISSION
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MEDIUM: \_\_\_\_\_ DIMENSIONS: \_\_\_\_\_

SPECIAL NOTES/INSTRUCTIONS: \_\_\_\_\_

DESCRIPTION/STATEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_ ARTIST INITIALS: \_\_\_\_\_ GALLERY INITIALS: \_\_\_\_\_

ITEM #	TITLE	RETAIL PRICE	GALLERY COMMISSION
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MEDIUM: \_\_\_\_\_ DIMENSIONS: \_\_\_\_\_

SPECIAL NOTES/INSTRUCTIONS: \_\_\_\_\_

DESCRIPTION/STATEMENT: \_\_\_\_\_

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\_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_ ARTIST INITIALS: \_\_\_\_\_ GALLERY INITIALS: \_\_\_\_\_