



ALASKA NATIVE ARTIST RESOURCE WORKBOOK



ALASKA STATE
COUNCIL ON THE ARTS



THE CIRI FOUNDATION

CONTENTS

WELCOME

ALASKA'S CREATIVE ECOSYSTEM

Orientation and Discovery	1
⦿ Exercise 1: Artist Introspection and Important Considerations	2
⦿ Exercise 2: Envisioning Your Route	9
⦿ Exercise 3: Take Action	13

STAGING AN EXPEDITION

Marketing Materials and Self Promotion	1
⦿ Exercise 4: Self-Guided Research	2
Skilled Communications	7
Building Marketing Relationships	8

MARKETING POWER TOOLS

Portfolio	
Artist Statement	1
⦿ Exercise 5: Writing Your Statement	1
Sample Artist Statement	2
Biography and Resume	3
⦿ Exercise 6: Write a Biography	7
Sample Artist Biography	7
Resume	9
Sample Artist Resume	10
Business Cards	10
Sample Artist Business Card	17
Letterhead	17
Cover Letter	17
Sample Cover Letter	17
Brochures, Labels and Packaging	18
Press Releases and Media Articles	18
Artist Mailing List	19
Capture Marketing Ideas	19
Your Virtual World: Marketing Online	20
Websites	20
Establishing a Domain Name	20
Building a Website	21
Social Media Tools	21
Sample Artist Website Home Page	21

PROFESSIONAL BUSINESS STANDARDS IN THE ART MARKET

Copyright and Trademark Definitions and Resources	1
Pricing Your Artwork	2
Calculating Cost to Set Prices	3
⦿ Exercise 7: Setting Your Minimum Hourly Wage	4
⦿ Exercise 8: Tracking Production Costs	7
Wholesale vs. Retail	11
Retail Sales from Business to Customers	12
Artist Retail (Direct) Sales to Customers	12
⦿ Exercise 9: Estimate Wholesale & Retail Price per Piece	13
Consignment Contracts	14
Commission Sales	14
Discounts and Special Deals	14
Negotiating a Gallery's Request for Exclusive Representation	15
Sales Checklist	15
⦿ Exercise 10: Preparing for Gallery Exhibitions	16

ART MEANS BUSINESS

CaFE (www.CallforEntry.org)	1
Sample Artist Cover Letter	2
Licensing Your Alaska Art Business	4
Alaska State Business Licenses	4
Taxes and Deductions for Artists	5
State of Alaska Marketing Programs	6
Silver Hand Program	6
Made In Alaska Program	6

ARTIST PROFESSIONAL OPPORTUNITIES

Internships, Fellowships, Funding, Education	1
Statewide Arts and Culture Organizations	4
Alaska State Council on the Arts	5
Alaska Local Arts Agencies	7
Alaska Cultural Centers and Museums	9
Alaska Arts Cooperatives	12
Alaska Venues for Art Exhibition and Sales	12
Alaska Trade Shows and Craft Fairs	12
Statewide Galleries and Sales Outlets	14
General Resources for Artists	16

STATE AND FEDERAL LAWS THAT REGULATE ARTISTS' USE OF WILDLIFE

Materials in Art Work	1
Customs Guide to Alaska Native Art	1
Importing & Exporting Your Commercial Wildlife Shipment	1

Archaeological Artifacts & Paleontological Material in	2
Art Sourcing Materials	2
Federal and State Wildlife Management Agency Contacts	6
NOAA Fisheries National Marine Fisheries Service	6
U.S. Fish and Wildlife Service	6
Import/Export Office	6
Office of Law Enforcement for Walrus, Polar bear, Sea Otter	6
U.S. Migratory Bird Division	6
State of Alaska, Department of Fish and Game	7
State of Alaska, Dept of Natural Resources	7
Alaska Native Co-Management Wildlife Commissions ..	7
Alaska Marine Mammal Marking, Tagging and Reporting Program.....	8

COMBATTING ALASKA NATIVE ART FRAUD IN THE MARKETPLACE

Filing an Art Fraud Complaint	1
State of Alaska Anti-Fraud Agencies	2
Federal Anti-Fraud Agencies	3

FORMS

Artwork Services Agreement	1
Basic Copyright Agreement	5
Commission Agreement	6
Consignment Agreement	10
Art Purchase Agreement	15
Attachment A.....	17
Attachment B	18

SPECIAL THANKS

ACKNOWLEDGEMENTS



W

elcome to the updated version of the Alaska Native Artist Workbook! The Alaska State Council on the Arts (ASCA), in partnership with The CIRI Foundation, is pleased to provide this resource to assist Alaska Native artists in furthering their artistic careers.

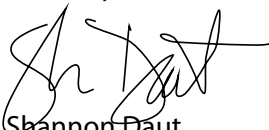
Alaska Native artists live in an important part of the circumpolar north and represent a dynamic and integral part of the global indigenous community. As a state agency, ASCA is deeply committed to partnering with Alaska Native artists and their communities within our great state. The Alaska Native Artist Workbook is one of many efforts we make in support of our commitment to this endeavor.

Our goal with this resource is to provide a meaningful tool for artists as they work to hone their skills and lead successful and fulfilling artistic lives. We know that many artists prefer to focus solely on their work rather than having to think about crafting resumes, building websites and developing budgets. However, solid business practices are proven ways for artists to share their story and create greater economic security. We hope that this user-friendly tool will encourage Alaska Native artists to start their journey on the path to create a successful business, strengthen professional business relationships, and expand their opportunities within the marketplace.

For many years, ASCA has provided statewide community-based Artist Professional Development Workshops hosted in partnership with local providers and arts professionals. This workbook is a supplement to those workshops. We encourage you to use this as a template to host your own workshop within your community. If needed, we are available to provide training to organizations on how to use this tool effectively with artists in their communities. If you are interested in partnering with us to organize a workshop in your community, please be in touch.

Working together, we can grow the market for Alaska Native artwork. We hope you will join us in this effort!

Sincerely,



Shannon Daut
Executive Director
Alaska State Council on the Arts



Jonella Larson White
Chair- ASCA Alaska Native
Artist Advisory Committee

ALASKA'S CREATIVE ECOSYSTEM

ALASKA'S CREATIVE ECOSYSTEM

As an Alaska Native artist you operate in a creative ecosystem that is as complex and dynamic as the natural environment in which Alaska Native people have thrived for centuries.

Long before the advent of the cash economy, generations of Alaska Natives were using their collective experience to fine-tune formidable creative skills, abilities and assets. Some, but not all, of these include: a highly evolved design aesthetic, creation and mastery of specialized tools, deep knowledge of the natural world, a nimble ability to problem solve and adapt, the development of powerful support networks, and a keen awareness of resources required to thrive in demanding ecosystems.

You can capitalize on the same ancient knowledge base to succeed creatively. The vocabularies used to describe the two systems differ, but the skills are transferable. Code switching can help you navigate the creative ecosystem. You can deftly operate in this arena by getting to know the opportunities that arts organizations, funding agencies, small business development centers, and educational and professional development training programs offer. Further, nurturing personal and professional support networks, mastering the use of art materials, and expanding your craftsmanship skills will help you succeed. Your commitment to your creative practice will greatly advance your ability to meet the goals you set for yourself.

There are many routes toward creative autonomy, some more demanding than others, all of which can lead to fruitful and sustaining discoveries. Your task is to learn as much as possible and apply your knowledge toward meeting your goals. This resource is meant to serve as your guide on this journey.



ORIENTATION AND DISCOVERY

This workbook is designed to help enhance your creative work, advance your professional development, identify and expand your marketing tools and skills, and lead you to needed assets. Conducting a creative self-inventory is a fundamental step toward better understanding yourself and what you can achieve. Awareness of your motivations will help you advance professionally. The following questions will help you identify the skills, training, and resources you may still need in order to successfully accomplish your artistic and professional goals.

EXERCISE 1: ARTIST INTROSPECTION AND IMPORTANT CONSIDERATIONS

Take ample time to reflect before you write down your answers to the question prompts below. You don't have to do it all at once. Save your notes so that you can track your progress over time. Repeat this annually to note your creative evolution. We hope this deliberative process will help you to communicate your vision and goals to others.

YOUR CREATIVE SELF

How does your creativity manifest itself? How do you perceive, describe and envision yourself as a creative person? Does the word artist match the image you have of yourself or do you prefer to use another description that resonates more clearly? In what ways does your identity as a creative person influence you in the context of your family, community, region, state and culture?

ARTISTIC AND TECHNICAL SKILLS

What skills do you possess that help you create the highest quality art? What technical skills have you mastered to create work that others value? What new skills do you need to develop to further improve your work? Where can you go or who can you work with to acquire or expand these skills?

ORIGINALITY AND CREATIVITY

What original ideas—that are specific to you—are embodied in your artwork? What creative and technical abilities do you possess that makes your work unique? Are you proud of your finished work? If not, where are areas for growth? What are some additional skills and training that would enable you to better express your ideas into your work?

AUDIENCE

Who do you hope will see your artwork and why? What story do you want to tell through your artwork and how do you want it to affect people? What do you want them to gain? Where do you envision your audience seeing your work?

CULTURAL APPROPRIATENESS

Is your artwork appropriate for an open marketplace? Does its cultural significance (e.g. clan-owned designs, private tribal history or stories, spiritually significant materials or designs, legally restricted materials) make it inappropriate to produce commercially? If your artwork is appropriate for the marketplace, is it your priority that audiences and patrons understand its traditional significance? If so, how will you provide descriptive information to others when you cannot provide it in person?

CONCEPT OF SUCCESS

What does success as an artist mean to you? How will you know if you are successful? What kind of annual income from your art would you consider successful? Are there non-monetary ways you measure success? What are they? What kind of recognition do you want or need in order to feel successful as an artist?

FLEXIBILITY

Are you willing to adapt or modify your artwork based on the interests and opinions of others? For whom are you willing to make these changes or incorporate others' ideas into your work? Do you welcome or resent this kind of request or influence on your art? Are you interested in doing commission work? If not, how will you respond in a professional way to people who ask you to do a commission?

COMMITMENT

Are you dedicated or able to spend the time required to meet market obligations? If you commit to completing work on a deadline, are you able to do so? What changes do you need to make in your life so you may devote additional time toward a more serious pursuit of your creative work?

BUSINESS SKILLS

What business skills would improve your success as a working artist? Are you willing to learn, expand, and maintain these skills? What business training will you commit to seeking out in the next three months, six months and year?

PROFESSIONAL CONFIDENCE

Can you accept that not everyone will like your art? How will you remain dedicated to and confident about your artistic pursuits in the face of this challenge?

RELATIONSHIPS

Can you accept that building a strong market for your work requires time and cooperation? Are you willing to build professional relationships with sales outlets (e.g. private shops, galleries, cultural centers, museums, local arts agencies) and individuals who help represent you or purchase your work?

NATURAL AND CUSTOMARY MATERIALS - LEGAL REQUIREMENTS AND RESTRICTIONS

Are the materials you use to create your work (e.g. white or fossilized ivory, baleen, marine mammal teeth, bone, hide, migratory bird feathers or non-edible parts, archaeological or paleontological materials) governed by state or federal laws and restrict the production or sale of your art in the marketplace?

If so, are you aware of laws that define and govern barter and trade or the use of archaeological or paleontological materials? Do you fully understand and stay current on these laws to operate legally and support your business partners and patrons in the sale, purchase, and transport of your work? Do you know where to go for assistance or to get your questions answered? Do you know to whom you can express your concerns?

CUSTOMARY AND CONTEMPORARY MATERIALS - ACCESS AND USE

If you incorporate natural materials gathered from land or sea, can you maintain an adequate supply to meet the market demand? If you must purchase materials, are they affordable through reliable suppliers? Are you open to alternating non-restricted materials as a substitute for customary materials in your work? If yes, how do you source them and where might you go to learn more about them? Have you investigated how you might create different types of artwork with alternative, less-restricted materials to address market sales and customs restrictions?

MAINTAINING CREATIVE MOMENTUM

When you are feeling stuck creatively, what helps you break through it? If you experience creative isolation, where and to whom do you go to get reconnected? Who will you seek out to help explore your creative ideas and breakthroughs?

AVOIDING ISOLATION

Many visual artists work in isolation, designing and creating their work in designated studio spaces in their homes. While this arrangement may provide an area in which to focus, it can also result in artists losing creative momentum. Consider some of these strategic antidotes:

- Establish a standing invitation with a set day and time for fellow artists to gather at your location on a weekly basis.
- Organize monthly artist meet-ups in a free public space to discuss a creative theme or learn a new skill.
- Ask fellow artists if they will host show-and-tell demonstrations of non-proprietary art techniques.



EXERCISE 2: ENVISIONING YOUR ROUTE

Imagine five years have passed and you are remembering five things that relate to your work as an artist, your creative accomplishments, and the marketing successes that you are most proud of. Write them down.

1.	
2.	
3.	
4.	
5.	

Now, write five concrete goals that will enable you to achieve the accomplishments listed above.

1.	
2.	
3.	
4.	
5.	



EXERCISE 3: TAKE ACTION

List five things you need to do in the next six months, year, and two years to advance your imagined five-year goals. Return to this list regularly. Add notes and observations. List additional information and resources you need to keep going. Keep talking, sharing ideas, and collaborating with other artists and people in your support networks. This is one of the best ways to maintain momentum toward your creative goals.

SIX-MONTH ACTION PLAN

1.	
2.	
3.	
4.	
5.	

TWELVE-MONTH ACTION PLAN

1.	
2.	
3.	
4.	
5.	

STAGING AN EXPEDITION

STAGING AN EXPEDITION

Preparing to enter the marketplace is akin to organizing for a long wilderness trip. Advanced planning always makes a journey more comfortable, safe, and pleasurable. Packing ample supplies and a specialized toolkit that you know how to use is a requirement. Knowledge about your intended route and the skills required to navigate it are equally important. Awareness of who lives along the trail and those who may be able to provide assistance if you need it puts you at a great advantage. With both these components in place, you can leave home confident that you have the physical materials and information you need to resolve challenges you may encounter along the way.

Setting your stage for marketplace success is exactly the same. Your specialized artist toolkit will include a portfolio, biography, artist statement, resume and business cards. Your networks of family, friends, fellow artists and professional support systems are the people you can rely on to assist you along your way.

“Marketing is the activity, set of institutions, and processes for creating, communicating, delivering, and exchanging offerings that have value for customers, clients, partners, and society at large.”

American Marketing Association, 2013

MARKETING MATERIALS AND SELF PROMOTION

Successful self-promotion depends on a two-step formula. The first step is to create your marketing materials. They will include a clear visual presentation of your work and well-crafted written materials. You can also commit to being a strong communicator, which is a proven method to increase sales. Your marketing materials describe who you are to an audience, what your artwork is about, and why you create it.

The second step is to activate a marketing plan, which is largely strategic. Your goal is to distribute your marketing materials in venues that are appropriate for your work and match your professional goals. There are multiple sales venues to choose from, including galleries, privately owned shops, art dealers, juried exhibitions, cultural centers, museums, and fairs and festivals where you sell directly to customers.

Galleries and shops come in many variations: a small space representing the work of just a few artists which is open by appointment only, a large operation with branch galleries that represents work of many artists and supports huge inventories and many employees, a gift shop that specializes in local-only artwork of a specific style, or a tourist shop that sells Alaska Native art along with t-shirts and postcards.

Before you engage with potential market partners, conduct your own behind-the-scenes research. This process will familiarize you with the terrain of the marketplace and will help you identify your preferred venues in which to outline your marketing priorities.



EXERCISE 4: SELF-GUIDED RESEARCH

Begin your market fact-finding investigation by learning about other artists' experiences with specific arts businesses. Talk with trusted people in your own networks and artists who you admire.

Ask for their experiences with, and perceptions of, reputable businesses and who they would recommend. Pay close attention to cautionary tales. Write down who you plan to speak with and three questions you need to ask them.

1. _____
2. _____
3. _____

Expand your query into larger trusted circles to gather additional helpful information. This process helps you calculate your risks and identify the optimal venues that best match your values with your sales goals. Write down who you plan to speak with and three questions you need to ask.

1. _____
2. _____
3. _____

The next step is to visit galleries and shops—not to speak with anyone just yet, but to observe. Judge their sales enthusiasm, the type of artwork they promote and their ability to discuss the work in a meaningful way. Scan their labeling and marketing materials and their display choices. Review their business website and Facebook page to see if they are professional and appealing. Write your observations below.

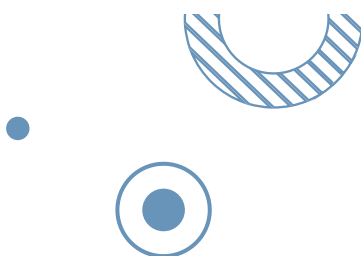
Note the names of artists whose work is on display and contact them privately for their input on the gallery or shop's reputation and sales performance. Do they pay artists in a timely manner? What is the percentage that the store keeps on each purchase of your work? (Note: many galleries keep up to 50% of each sale. This is not unusual, though it may not work for you!)

SKILLED COMMUNICATIONS

Backed by the results of your independent research, identify three market targets. Advance to the next phase, which is meeting in person with gallery and shop owners. Approach each marketing communication strategically. Operate on the assumption that every person you connect with may become your lifelong art advocate. Be polite and forthright. Don't be in a hurry, but also be sure to keep within your allotted meeting time. This process is about nurturing long-term relationships and actively building your career support network. Progress takes time. Keep notes on your conversations.

Work-related meetings to discuss potential agreements or expand marketing opportunities should be scheduled in advance. The exception to this would be shops with open hours for purchases from artists, such as the Alaska Native Medical Center gift shop, which encourages drop-ins from artists seeking to market and sell their work through the shop. Otherwise, establishing professional working relationships first is recommended before dropping in without prior arrangements. Most people appreciate advance warning to make their best business decisions, and you would not want to place yourself at a negotiating disadvantage by catching a busy staff person off guard.

Nothing takes the place of pre-scheduled face-to-face meetings to establish and reinforce positive and professional marketing relationships. Schedule appointments well in advance and make sure to identify and meet with the individual who is best authorized to make decisions. Clearly describe what you hope to discuss and that you intend to keep your meeting to a set amount of time (10 to 15 minutes). Let them be the lead in taking more time once you meet in person. Let the person you will be meeting with know what materials you plan to share with them. Keep notes on every contact you make for important reference in the future. And always, ALWAYS, follow-up in a timely fashion on any next step tasks that you commit to during the meeting.



Once you have established a working relationship, remember that fresh and novel work keeps people's interest and excitement about promoting you. Help your marketing representatives by updating them regularly about new work you are creating. Provide them with complimentary marketing materials whenever you can.

A Marketing Partner's Perspective

When a gallery owner was interviewed about what helped her effectively represent Alaska Native artists and their work, she said, "I love working with Alaska Native artists and art. It is a great experience to see people discover amazing art, and to watch artists' work gain in quality and originality."

BUILDING MARKETING RELATIONSHIPS

One of your most valuable currencies as an artist is your reputation. Alaska's most powerful marketing tool is invisible; it is information shared by "word of mouth" about people's experiences working with you and the quality and uniqueness of your artwork. Every time you meet with marketplace partners, articulate your expectations and understand your obligations. Back these up with consistent follow-through and clear communication.

Only promise what you know you can reasonably deliver in a timely manner. Describe your preferred communication methods: email, text, telephone or mail. Meet all your agreed-upon deadlines. Most people are open to periodic changes in plans if given enough advanced warning. Notify partners with ample lead time when you discover you can't meet an agreed upon commitment. Make sure you have an alternative solution to propose.

There may not be an immediate result from your efforts. But each marketing attempt builds potential for unexpected and fruitful opportunities in the future. There are many reasons a gallery or shop may be unable to carry your work or represent you as an artist. Rather than feeling discouraged, use the conversation as an opportunity to request recommendations for other appropriate venues for your work. Each of these steps help you keep your word and guarantees you a positive word-of-mouth reputation.

Finally, and most importantly: Trust your instincts. The perfect marketing relationship must be balanced and mutually beneficial. It should help you concentrate your time and energy toward creating artwork while elevating the gallery or shop that is working to build a patron base for your work. If a proposed arrangement does not meet your needs, it is your right to further negotiate, express your desire for more time to consider the offer, or respectfully decline the offer altogether.

CULTURAL INCOMPATIBILITY IN THE MARKETPLACE

Many Alaska Native artists express a cultural conflict with marketing and self-promotion,

“It seems like I am bragging, which is strongly discouraged in my culture.”

Marketing within a western model requires cultural code switching and is a way to quickly share information with people who know absolutely nothing about you, your work or your culture. If you took the same approach in your hometown or village with people already familiar with you, they might discourage it or possibly be confused. But total strangers interested in Alaska Native artwork appreciate you sharing information and until you do, they lack the context in which to understand and fully appreciate your work and its significance. The western framework perceives your efforts as sharing rather than bragging.



MARKETING POWER TOOLS

MARKETING POWER TOOLS

Visual presentation materials put you in charge of how you are perceived in the marketplace. These materials demonstrate your professionalism and passion about your work. Both will help you accomplish your marketing goals. Core materials include: portfolio, artist statement, biography and resume, business cards and stationery. Additional marketing materials may include brochures, labels and packaging. All of your marketing materials should have a similar look and feel. This is your “brand” and a way to make your materials be seen as a cohesive whole.

PORTFOLIO

Every working artist needs to maintain an up-to-date portfolio, a collection of high-resolution, professional-quality images that reflect your very best work. This is the most important part of your professional artist toolkit. A portfolio documents your artistic growth over time. It provides an overview to potential marketing partners and art patrons unfamiliar with you and your artwork. It may also help prove provenance of your ideas and designs, if you need to address legal copyright protections in the future.

HOW TO PHOTOGRAPH YOUR WORK FOR A PORTFOLIO

Photograph each piece of art individually. Do not place any other objects within view which will only detract attention from your work. Use a solid neutral color piece of fabric (black, dark brown or green) as a backdrop to accentuate your work. Each portfolio image should include a list of the materials included in the work, the date it was made, and a title. Your portfolio should also include your written materials (artist statement, biography, and resume) to describe the concepts behind the work.

ARTIST STATEMENT

An artist statement is a foundational marketing tool and is something that many artists find challenging to craft. It is a very brief narrative that describes you and your work and serves the following important purposes:

- Gives patrons a deeper understanding of your creative process and the concepts represented in your artwork
- Complements your portfolio or other visual materials; it speaks for you in your absence
- Provides sales representatives with talking points to ensure that information about you as an artist and your work is relayed correctly
- It is often used in exhibition proposals, grant applications, websites and brochures

EXERCISE 5: WRITE YOUR STATEMENT

Craft your artist statement from the answers to the following questions. Ask friends, family, or professional staff of local arts organizations for their advice and feedback. If writing blocks your flow of ideas, ask someone to interview you and record your answers.

- How did you get involved in making art? What experiences or people motivated you and influenced your interest?
- What concepts are you attempting to capture in your work?
- What do you hope your audience will see?
- Describe the skills and techniques you employ to create your work. Are these uniquely your own or shaped by your cultural training and experience, or a combination of the two?
- What excites you the most about making art? Are you currently working on interesting projects? If yes, what makes them especially satisfying?
- List six words or phrases to describe the look and feel of your work. Ask others how they would describe your work.
- Describe your work in one sentence.

Now you have ample material to draft your artist statement. Organize the answers into a one-two paragraph narrative. Ask someone who is knowledgeable, but who does not know you well, to review and proofread your final draft. Ask for feedback about its clarity and if it captures the important features of your work. Does it capture the reasons behind your work? Remember: this is a teaser to get people to want to learn more about you and your art!

BIOGRAPHY AND RESUME

A biography and resume are more detailed ways to share your story and offer information about your artistic skills, background and accomplishments. Prepare both of these and have someone edit and proof read them for you well in advance of when you anticipate you will need them. It can be easy to forget creative accomplishments, so plan to update these materials on a regular basis. Waiting to draft or edit under the pressure of a deadline is a formula for self-sabotage. Many artists create multiple versions of their resume, for use in different contexts. For example, one may focus specifically on exhibitions, another may highlight teaching experience, while others may prioritize festival or shop sales and representation.

EXERCISE 6: WRITE A BIOGRAPHY

A biography, sometimes referred to as a profile, follows a brief story format that highlights especially interesting information about you as an artist. It should be no longer than a few paragraphs. Construct your biography using the information you record below.

Full name (including your Native name if applicable), mailing address, landline telephone, cell, email address and any other ways someone may contact you.

Birthplace, year of birth (optional), tribal membership(s), and clan affiliation(s).

A one- or two-sentence long summary describing the artwork you create.

Arts-related training or education (e.g. well-respected artists with whom you trained, apprenticeships, educational degrees or certificates).

Exhibitions, shows or festivals (list year, location, event name/title, and if juried show or invitational, a solo exhibition, a group show, a competition).

Arts-related activities and experience (taught others, demonstrations, conducted research work, served on arts juries or arts organization boards, developed or organized cultural programming or exhibitions, trained an apprentice, or worked in other overlapping disciplines).

Awards, honors, public commissions you have received, or public or corporate collections your work is in (individual private collections are perceived differently and are usually not listed).

Articles, catalogues, and publications that feature you as an artist and/or your art (list the author's name, article title, name of the publication, date it was published).

Sample Artist Biography

Teri Rofkar, Chaas' Koowu Tlaa
820 Charles St., Sitka, AK 99835
<http://www.teri-rofkar.com/>

Born in San Rafael, CA. A Tlingit daughter of Raven from the Snail House (T'ak deintaan), a clan originating in Lituya Bay, Alaska, related closely to the Coho (L'uknax.adi) clan. The daughter of an Englishman from California. A granddaughter of the Kaagwaantaan Wolf of Ground Hogs Bay, Alaska.

I have lived in Sitka for 39 years, and married for 41 years with three children and one granddaughter, these are my most valued relationships. I was introduced to Tlingit weaving by my Grandmother, when I was a child. She lived in Pelican, AK where I spent many summers fishing and playing in Lisianski Inlet. The fun of traditional gathering and exploring nature as a child continues to fuel my investigations of climate, geology, and chemistry today as an adult.

It was not until the 1980s that I became aware of the deep connections and significance of art in my life. I harvest and weave in Tlingit methods passed down for thousands of years, continuing in the pathway of my Ancestors. Decades of weaving have opened my eyes to the pure science and math that is embedded in Tlingit Art.

Since 2003 I have pursued the science and art connection as an Affiliated Scholar at the University of Pennsylvania Museum of Archaeology and Anthropology in Philadelphia, PA. My goal is to continue researching and broadening awareness of Traditional Tlingit Art and Science for the generations to come. During my art career I have been honored with numerous awards including:

Rasmuson Distinguished Artist Award 2013
Creative Capital Grantee, "Tlingit Superman Series" 2012
Native Arts and Culture Fellowship in 2012
NEA Heritage Fellowship, highest honor for Traditional arts, recognized as a "Living Cultural Treasure" in 2009
United States Artists Fellowship Inaugural class in 2006
Buffet Indigenous Leadership award in 2004
Alaska Governor's Award for Alaska Native Art in 2004

RESUME

A resume follows a list format and tracks your history as an artist over the course of your career. It should always bring your reader up to the present. Be sure to put the most recent activities at the top of each section of your resume and list them chronologically going back into the past (see below). Applications and proposals for exhibitions, competitions, shows, professional demonstrations, and other opportunities frequently require a resume.

Sample Artist Resume

Linda Infante Lyons
2700 E 42nd Ave. A-102
Anchorage, Alaska 99508
www.lindainfantelyons.com
linfantelyons@yahoo.com
907-351-4478

Education

Gage Academy of Art, Seattle, WA, 2009
University of Alaska, Anchorage, Dept. of Art, 1999-2000
Viña del Mar School of Fine Arts, Chile, 1995-1998
Whitman College, Walla Walla, WA, BA 1977-1981

Permanent Museum Collections

Alaska State Museum, Juneau, AK.
Alutiiq Museum and Archaeological Repository, Kodiak, AK.
Alaska Contemporary Art Bank, Anchorage, AK.
Anchorage Museum at Rasmuson Center, Anchorage, AK.

Awards/Grants

2015 Rasmuson Foundation Fellow, Artist Residency, Santa Fe, NM
2014 Rarified Light, Juried Photography Contest,
Honorable Mention Award
2014 Alaska State Council on the Arts Career Opportunity Grant
2014 Alaska State Council on the Arts Grant for Creative Capital
Workshop Grant
2013 Rasmuson Foundation Individual Artist Award,
Project Grant-Visual Arts
2009 Koniag Native Education Foundation, Vocational

Development Grant-Art

- 2009 Alaska State Council on the Arts, Career Development Grant
- 2006 Juror's Choice, Best of Show, Art for Alaska Parks Juried Show
- 2001 Koniag Native Education Foundation, Vocational Development Grant-Art

Selected Exhibits-Print/Drawing

- 2014 Denial- Printmaking Invitational, Alaska Pacific University
- 2014 Close at Hand - Drawing Invitational, Alaska Pacific University

Selected Exhibits-Painting

- 2015 Blue Hollomon Gallery, Anchorage, AK. 20 Shades-Indigenous Collaborative
- 2015 Bunnell Street Arts Gallery, Homer, AK. Open Space/Open Mind, Solo Exhibit
- 2015 Alaska Humanities Forum, Anchorage, AK. Sites Unseen-Two person show
- 2014 Alaska Native Arts Foundation, Anchorage, AK, Solo Exhibit
- 2014 Valdez Museum, Valdez, AK, Disaster, Communities and Change-Invitational
- 2013 Artique Gallery, Anchorage, AK, Invitational Exhibit
- 2013 Alaska Contemporary Art Bank, Recent Acquisitions
- 2013 Anchorage Museum at Rasmuson Center, Recent Acquisitions
- 2011 Nolan Center Wrangell Museum, Wrangell, AK Solo Exhibit
- 2011 Artique Gallery, Anchorage, AK Solo Exhibit
- 2010 Artique Gallery, Solo Exhibit
- 2009 Artique Gallery, Solo Exhibit
- 2009 Bunnell Art Center, Homer, AK. Solo Exhibit
- 2009 Wells Street Gallery, Fairbanks, AK Solo Exhibit
- 2008 Artique Gallery, Solo Exhibit
- 2007 The Artique Gallery, Solo Exhibit
- 2006 The Artique Gallery, Solo Exhibit
- 2006 The Anchorage Museum of History and Art, Alaska Contemporary Artists
- 2002 Decker/Morris Gallery, Solo Exhibit
- 2000 Alaska Pacific University, Solo Exhibit
- 1999 Alaska Pacific University, Solo Exhibit

Selected Exhibits-Photography

- 2014 Rarified Light, Juried Photography Exhibit, Anchorage Museum-honorable mention
- 2014 International Gallery of Contemporary Art, Anchorage, AK.
- 2013 Rarified Light, International Gallery of Contemporary Art, Anchorage, AK.
- 2012 Rarified Light, Anchorage Museum
- 2012 Out North Gallery, Anchorage, AK Solo Exhibit
- 2011 Artworks Gallery, Soldotna, AK Solo Exhibit

Public Art

- 2015 Tanana Valley Clinic, Fairbanks, AK, Fine Art Giclee Prints
- 2014 Mat-Su Services for Children and Adults, Mat-Su, AK.-Oil Painting
- 2014 Laugviik School, Kobuk, AK.-Collaborative Mural
- 2014 Kingikmiut Library, Wales, AK-Collaborative Mural
- 2013 Stewart's Photo Shop, Anchorage, AK-Mural
- 2011 Credit Union 1 Bank, Nome, AK-Oil Painting
- 2001 Russian Jack Elementary School, AK State 1% for Art-Library Mural
- 2001 Government Hill Elementary School, AK State 1% for Art-Oil Paintings

Artist Residencies

- 2015 Sante Fe Institute of Art, Rasmuson Foundation, Santa Fe
- 2014 Mayer of Munich Architectural Glass Studio, Munich, Germany
- 2014 Denali National Park, AK
- 2011 Stikine River Delta Bird Festival, Wrangell, AK

Artists in Schools Residencies

- 2015 Kodiak, AK
- 2015 Wasilla, AK
- 2014 Kobuk, AK, Mural
- 2014 Wales, AK, Mural
- 2013 Gambell, AK, Mural
- 2012 Wales, AK, Mural
- 2012 Anchorage, AK, Mural
- 2011 Gambell, AK, Mural

- 2011 Anchorage, AK, Mural
- 2011 Homer, AK, Portrait Painting
- 2009 Northway Village, AK, Portrait Painting

Publications

- 2014 Communities, Disaster and Change, Valdez Museum and Historical Archive
- 2014 Cirque Literary Journal of the Pacific Northwest Rim,
- 2013 Cirque Literary Journal of the Pacific Northwest Rim
- 2012 Alaska Home Magazine, Featured Artist
- 2012 Cirque Literary Journal of the Pacific Northwest Rim
- 2005 Cover of the nationally distributed magazine, The Nonprofit Quarterly.
- 2003 Cover and feature story of Art Matters, Anchorage Daily News arts publication
- 2002 Cover design for the novel, Conception of Sphinx, by Paul Brynner
- 2001 Cover and feature story, for the newspaper, The Anchorage Press.

Movie/Commercial Work

- 2013 Set painter for commercial shoot: ATT, Kashi, VW, RocketJoe/Piksik Productions
- 2012 Set painter: Audi Automotive, RocketJoe/Piksik
- 2011 Set painter, "Big Miracle," Universal Studios, CA

Professional Work

- 2014-present Painting Instructor, The Canvas Community Art Center, Juneau, AK
- 2011-present Painting Instructor, Wrangell Mountains Center, McCarthy, AK
- 2008-present Painting Instructor, Anchorage Museum of History and Art, Anchorage, AK
- 2008-present Teaching Artist, Alaska State Council on the Arts, Anchorage, AK

Professional Associations

Board member, International Gallery of Contemporary Art, Alaska
Member IATSE, International Assoc. of Theatrical and Stage Employees

BUSINESS CARDS

A business card is a clear way to quickly share information with someone. Include your name, all your contact information, and maybe a word or two about the work you create. Business cards should be easy-to-read and organized in a clean, sparse manner. Website resources like Moo www.us.moo.com/, Overnight Prints overnightprints.com/, and Vistaprint www.vistaprint.com provide templates to design professional quality business cards and marketing materials, which you pay for online and have shipped to you directly.

Sample Artist Business Card



LETTERHEAD

The use of letterhead in all your written business correspondence projects a professional image. Many artists design their own using available online templates. Letterhead should complement the design of your business card and include your business name (if you have one) and your name and address.

COVER LETTER

An easy-to-read cover letter should always be typed and on your letterhead (even if you are sending it electronically), as it serves as a greeting and explains the purpose behind your correspondence. Include a cover letter in all mailed communications. This is especially true if it is the first time you are communicating with a gallery, shop, or potential marketing partner. Include the date, the correct name of the person to whom you are sending it, your signature and a telephone number and email address where you can be reached.

Keep it clear and brief (no more than one page). Use it to outline your expectations and the timeframe in which you hope to meet them. Include actions you hope they will make on your behalf and specific actions you will take. Describe any materials you have enclosed.

If you have sent materials that you want returned, include a self-addresses stamped envelope (SASE) or a return box label. Be sure to check with the recipient in advance to make sure they are willing to return items sent to them. Provide ample postage and packaging supplies to cover the safe return of your materials. Pack all outgoing materials well enough to pass the “tarmac drop-kick” test. Do not send anything you cannot afford or bear to lose. If it is critical that you mail valuable materials, take advantage of U.S. Postal Service or other mail carrier tracking and insurance options. Consider it an investment rather than an expense. Follow up with a phone call or email to confirm the receipt of your materials.

BROCHURES, LABELS AND PACKAGING

There are additional ways to share information about you and your artwork to a buyer. Your Alaska Native experience and cultural traditions are exciting and help sell your work. A printed label or tag attached to your artwork can help to share that information. Including a brief biography or artist statement, your name and tribal affiliation and a small photograph of yourself helps buyers connect more deeply with you and your work.

If you are a Silver Hand member, be sure to secure your Silver Hand tag to each piece you are offering for sale. Do not include prices on any printed materials so that you have the flexibility to adapt your prices without having to reprint all of your labeling/packaging. Include your contact information unless you have agreed that the gallery is the single point of contact for patrons.

PRESS RELEASES AND MEDIA ARTICLES

Press releases are used to announce important events, exhibitions, awards or achievements to local, regional, state, or national media outlets. Press releases should be brief (about 250 words) and include who, what, when, where, why, and your contact information. Newspapers and magazines are always on the lookout for good stories and yours may be just the thing they would like to feature. Unique personal interest angles to stories are especially sought after. Prepare

a short article about your upcoming event well in advance. Include a few high-quality images to spark interest. Send these to media outlets with contact information on how to reach you if they have questions. Articles are an especially great way to let people know about your art, and also are a good addition to your portfolio.

There are no guarantees that a press release will generate coverage or an article will be run, but if you do not send it, the media will not know they could cover your event.

ARTIST MAILING LIST

Each person you have interactions with as an artist is an important contact. Keep a notebook or file of names and addresses of people who have bought your work or expressed an interest. Do the same with names of galleries and shops and the staff with whom you have worked. Include contact information that artist peers have shared or recommended to you. Invest an hour a week to tend to this list. With each addition you are growing a rich network of friends, professionals and art patrons who can help advance your career. Keep it up to date so it is ready when you need it.

This is your art business mailing list and is a key communication tool. Rely on it to stay connected with the networks that you have worked to nurture. Use it for direct mail marketing, which may include: postcards announcing your upcoming show or exhibit, a brochure that highlights your new work, and exclusive invitations to clients with an opportunity for them to buy new work before they go on the market.

CAPTURE MARKETING IDEAS

Document creative ways to market your work. Read art journals, travel magazines, and creative business publications. To spur new marketing ideas, investigate exhibits, business places, markets, and any venue that features artists for unique promotional ideas. Build an “idea file” to generate new promotional strategies. Evaluate which of these ideas worked well and build on that.

YOUR VIRTUAL WORLD: MARKETING ONLINE

WEBSITES

A website provides universal and easy access to information about you as an artist. It is an efficient and accessible platform to market and share your work with a large, potentially international audience.

ESTABLISHING A DOMAIN NAME

The first step in setting up a website is to register a domain name. Establishing your domain name gives you professional credibility and ensures that no matter what web host you use, you will always retain your domain name. A domain name is essentially your home page URL, such as www.fantasticart.com. A web host is a company that provides space on a server, where web sites are stored and connected to the Internet.

Many artists use their first and last name for their web site URL (e.g. www.firstnamelastname.com), which allows people to find your website quickly and easily. You can search to see if your preferred domain name is available and purchase domains at Network Solutions: www.networksolutions.com/. If you can afford it, try and purchase both the .com and .org versions of your domain. PRO TIP: if your preferred domain name is only available with the .net suffix, and not .com or .org, consider another name that does have .com available. For example, if you only have fantasticart.net, chances are likely that people will go to fantasticart.com by mistake and will not see your site.

WEBSITE BUILDING

Once you have your domain name, there are many free or low-cost online templates that will allow you to build your own website. Search online for “website builders” to explore and compare options that best suit your needs and technical skills. Select clean, easy to navigate sites that require no more than three clicks to access information.

There are many website building options like:

www.WordPress.com

www.squarespace.com

www.imcreator.com

www.moonfruit.com

www.websitebuilder.com

SOCIAL MEDIA TOOLS

Many artists also take advantage of sites like Facebook (www.facebook.com) and Etsy (www.etsy.com) to market their work. Etsy hosts a Seller Handbook on their site that provides guidance on how to successfully run your Etsy shop. Other artists use existing online community groups or individual pages.

The University of Alaska Small Business Development Center (www.aksbdc.org) provides technical workshops and resources to help you grow your business.

SAMPLE ARTIST WEBSITE HOME PAGE

Linda Infante Lyons (www.lindainfantelyons.com) uses Squarespace (www.squarespace.com) to create and manage her website.



PROFESSIONAL BUSINESS STANDARDS IN THE ART MARKET

PROFESSIONAL BUSINESS STANDARDS IN THE ART MARKET

There are many different ways of doing business. In all cultures, goods are sold, traded or shared. The same is true for the art market. Everyone involved in selling (artists, galleries, shops) intends to make a profit by earning more money than it costs to make or sell the work of art. Art buyers understand these are standard business practices that determine all pricing and sales arrangements in the art market. Ultimately all artists deserve to be paid a fair price for their artwork. Your knowledge and understanding of these operating practices empowers you to assert your earning and intellectual property rights in the marketplace and make strong, informed decisions about where to market your work.

COPYRIGHT AND TRADEMARK DEFINITIONS AND RESOURCES

Under United States copyright law, an artist retains the copyright to non-functional works of art even after the art is sold. This means that a purchaser must have written permission from an artist to use their art for any commercial purpose (e.g. design reproduction on t-shirts or notecards). An additional contract and payment schedule should be drafted and signed by both parties to convey this privilege. Rights associated with works of art prohibit a purchaser from altering or destroying a piece of artwork, or misusing the artist's work or name. Any gallery or shop with whom you work should be fully aware of copyright law and the Visual Artist Rights Act that protect artists.

The U.S. Copyright office explains that, "Copyright is a form of protection provided by the laws of the United States for original works of authorship, including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations. Copyright literally means the right to copy but has come to mean that body of exclusive rights granted by law to copyright owners for protection of their work. Copyright protection does not extend to any idea, procedure, process, system, title, principle, or discovery. Similarly, names, titles, short phrases, slogans, familiar symbols, mere variations of typographic ornamentation, lettering, coloring, and listings of contents or ingredients are not subject to copyright." For more information about copyright go to U.S. Copyright Office: www.copyright.gov

“A trademark is a brand name. A trademark or service mark includes any word, name, symbol, device, or any combination, used or intended to be used to identify and distinguish the goods/services of one seller or provider from those of others, and to indicate the source of the goods/services. A trademark differs from a patent and a copyright.” Trademark rights need to be secured legally before they can be used. For more information about trademarks go to U.S. Trademark Office: <http://www.uspto.gov/main/trademarks.htm>

PRICING YOUR ARTWORK

The price of artwork is influenced by many things. Some markets value technical skill over all else while others place a higher value on an artist’s unique interpretation and the originality of work. An artist’s creative reputation, the quality of a particular piece, the ideas and concepts, the materials incorporated in the work, and whether it is of customary or contemporary design also influence sale price. Offering different types of pieces at a variety of price points will help diversify your prospective customer base.

The pricing calculation for an original piece of art is complex. The price reflects much more than the time and materials required to make it. Technical skill, creative expression, quality of work, and lifelong cultural training and indigenous knowledge factor into the pricing equation. Sharing your unique history and the tradition embedded in your work increases a buyer’s understanding and value of its special qualities, and therefore what they are willing to pay. These additional factors can also impact the price of your work:

- If the raw materials used are rare, difficult to collect or are reserved for exclusive use by Alaska Native tribal members, the value is increased.
- If the artwork is uncommon (individual vs. multiple reproductions), original, of fine quality, and made by hand versus manufactured, the price should be higher.
- The place you are selling the work, including the skill and knowledge of the salespeople, affects market value. Buyers expect to pay more for artwork in a well-known, staffed gallery in a major city compared to a craft festival. Do your research on specific sites to price your work accordingly.
- Consumer interest and perceived value strongly influences what the market will bear. Work sells in places that carry things

of similar value with staff who respect your work and are willing to stand firm on prices.

Setting a fair sales price accomplishes three goals: reasonable earning for you, reasonable affordability for the buyer, and educating the general market on the value of your work. Your task is to determine the best match between your work, the correct market, and successful pricing. Professional artists and gallery owners have shared this pricing advice:

NOTE ABOUT PRICING

It is better to raise a price on artwork, than it is to have to lower it. When in doubt, start with a lower price on your art work. This helps you avoid a “discount sale” that suggests it isn’t valuable or the work is “weak.” Use a lower price as a consumer test. If your work sells quickly it indicates you can raise your price. Increase your prices incrementally to avoid consumer sticker shock.

Approach sales opportunities with an open mind. You know the value of your time, materials, experience and traditions; a trusted gallery owner or salesperson you chose to work with can add valuable insight to assist you in making good pricing decisions.

CALCULATING COSTS TO SET PRICES

The more you know about the time you spend (labor costs), the materials you use (material costs), your yearly costs as a working artist (overhead costs), and your skill level, the more effectively you can price your work.

SELLING TO FRIENDS AND FAMILY

Pricing reflects your professional skills as an artist. It is fine to give gifts but if you are selling art, remember that every time you undersell your market retail prices, you are saying you don’t think your work is worth the prices you have set. Some artists have a once-a-year sale of the works they feel are not right for the marketplace. This kind of occasional sale lets you sell below market prices without compromising your regular retail prices.

EXERCISE 7: SETTING YOUR MINIMUM HOURLY WAGE

Determine the minimum hourly wage you need to earn to pay all of your expenses in a year. Combine the total amount of everything you spent this year. Include all costs for food, housing, education, travel, medical expenses, tools, art materials, transportation, etc. This amount is your Annual Expenses. For the purpose of this exercise let's say your annual expenses are \$30,000.

Now pretend you worked 50 weeks this year, 5 days a week for 8 hours each day. To calculate the number of hours you worked this year:

50 weeks x 5 days x 8 hours = 2,000 hours worked that year creating artwork.

To calculate the hourly minimum wage you must make to meet your annual expenses use this formula:

$$\frac{\text{ANNUAL EXPENSES} + \text{INCOME TAX}}{\text{TOTAL NUMBER OF HOURS WORKED}} = \text{MINIMUM HOURLY WAGE}$$

NOTES

EXERCISE 8: TRACKING PRODUCTION COSTS

TIME ESTIMATION: How many hours do you need to create one artwork of a specific type? Include in this estimation any time it takes to source, gather, prepare raw materials used in the piece. This amount is the Time Cost: _____

QUANTITY OF MATERIALS: How much material does it take to make the piece? What does it cost to purchase this amount of material? If you collect your materials to create your work what costs do you incur to do this (fuel, supplies, etc.)? Combine the cost to purchase and gather materials used to create the piece. This amount is the Material Cost: _____

LABOR COST: What is the minimum hourly rate you need to be paid based on the prior exercise? Keep in mind this hourly rate will increase as your skills and professional accomplishments expand. Your hourly rate \$ ____ x the number of hours it takes to make the piece: ____ = your Labor Cost \$ _____

OVERHEAD COST: What tools do you use to make the piece? What do you spend money on to create the piece (e.g. purchase or rental of tools, transportation, sketch paper, special glasses, work space or storage rent, and purchase or rental of other equipment)? The total cost you spend per year on these items is your Overhead Cost. This number can be divided by week, month, or quarter increments.

$$\text{TIME} + \text{MATERIALS COST} + \text{LABOR} + \text{OVERHEAD} = \text{PRODUCT COST}$$

WHOLESALE VS. RETAIL

The price of any item for sale in the market, including artwork, is determined based on one of two scales—wholesale and retail. Understanding how they differ will help you make strategic marketing decisions.

A business (ie. gallery, gift shop, museum, cultural center) will often purchase work directly from artists out right based on an agreed-upon wholesale rate, or sell an artist's work based on a consignment agreement.

An outright purchase means an artist is paid immediately and the art becomes the property of the business. Copyright is always retained by the artist. An artist should provide the gallery with an invoice for payment. The business is free to resell the artwork at any price they determine the market will bear. Once an artist is paid they have no say or control over any future retail price a business sets to resell the artwork. When the gallery sells the art from their inventory, they keep the full amount from the customer since the artist has already been paid. Note that the business owns the artwork but not the copyright to the artwork.

Artists should track the price the store is selling the work for and adjust the wholesale pricing accordingly. If you are being paid \$100 for a piece that is being sold in the store for \$500, in the future you should renegotiate your payment. A gallery or store keeping 50% commission is relatively common; in this case, you would want a \$250 wholesale payment for a piece that is selling for \$500 retail.

Another option is for an artist and a business to agree to a legally binding consignment contract. This refers to a written arrangement where the artist leaves their work with the gallery to be displayed for sale. The sale price and each party's share of the sale is determined in advance by both the artist and the business.

When the consignment work sells, the gallery notifies the artist and they split the income based on the contractually pre-agreed percentage. This amount should always be negotiated in advance and formalized in a written contract. This percentage share may vary: 50/50, 40/60 (less to the artist), 60/40 (more to the artist). The amount the gallery keeps can be as little as 25% of the retail price or as much as 60% of the retail price.

It is the customer who pays a retail price. The professional standard is for a gallery to typically take 50% of the retail purchase price. If a piece of work is sold for \$500 to a customer, the artist will earn \$250 and the gallery will earn \$250. The gallery uses their share to pay their overhead (rent, utility bills, staff salaries, advertising).

RETAIL SALES FROM BUSINESS TO CUSTOMERS

A retail price is a reflection of the combined wholesale and mark-up amounts. A standard retail price is commonly calculated by adding the wholesale purchase price the business originally paid the artist for their work and an equal markup amount to cover the business's overhead. Wholesale price (\$250) + Markup price (\$250) = Retail price (\$500).

However, be aware that retail prices for works of art on consignment are often 25% to 100% above the wholesale cost depending on the type of business selling the work. Many galleries and shops double the wholesale price (a 50% commission is the same as 100% markup) to arrive at a retail price. Other sales outlets only add a 30% or 40% commission to the wholesale price.

It is your right as an artist to know exactly what the percentage increase will be on your consigned work, to negotiate the percentage, and to receive a written and signed confirmation by the seller that guarantees the arrangement.

A carving on consignment with a wholesale price of \$1000 might have a retail price between \$1250 to \$2000. A doll that has a wholesale price of \$100 might sell at retail for between \$125 to \$200. Retail price for works of art that were purchased outright by a gallery or a shop may be much higher.

ARTIST RETAIL (DIRECT) SALES TO CUSTOMERS

Artists also sell work directly to customers. These retail sales occur when you sell directly to customers or from your home or studio, or sometimes at a fair or festival. When you sell your work directly to a customer, you are acting as a gallery or shop owner, and need to sell the work at a retail price.

When you sell directly, you incur costs from booth fees, hours at a festival selling work, and display materials. You should consider these costs part of your marketing budget. Sell your work at a retail price even if you are selling directly from your home. Otherwise, you broadcast to your market that you do not think your art is worth the amount that galleries or shops are selling it for. This is not a good marketing strategy. Build the value of your work by selling it at market retail value.

EXERCISE 9: ESTIMATE WHOLESALE AND RETAIL PRICE PER PIECE

- \$ _____ Labor costs (a)
- \$ _____ Material costs (b)
- \$ _____ Overhead/piece (Total annual overhead costs divided by the number of pieces you make per year = overhead piece) (c)
- \$ _____ Add (a)+(b)+(c). This amount equals your base price (d)
- \$ _____ Factor in a percentage amount to reflect your level of technical skill and experience, and the rarity and uniqueness of the piece (e)
- \$ _____ Add (d)+(e). This equals the wholesale price for this piece (f)

Assume you plan to sell this art piece in a gallery with an agreed upon commission of 50% (equivalent to a 100% retail mark-up). To calculate the retail price

- \$ _____ Wholesale price (f)
- \$ _____ Gallery's 100% mark-up (g)
- \$ _____ Add (f)+(g). This equals the retail price for your art work

If this figure surprises you, why? Talk with people in your networks to determine if this is an appropriate price. Does it suggest you should explore new markets or raise or lower the price?

These are some alternate ways to price your work:

Estimate the materials and other expenses directly related to creating the piece and multiply that by a certain percentage

CONSIGNMENT CONTRACTS

Always get it in writing. Written agreements protect you far better than verbal agreements. There are many standard consignment, agreement, and contract templates available. This workbook includes a series of template forms at the back of this publication. There are also valuable online resources that provide template forms. NOLO provides some of the best versions in their publication titled, *The Craft Artists' Legal Guide* which can be downloaded from their website, www.nolo.com/products/the-craft-artists-legal-guide-crbiz.html.

Read every form very carefully to make sure you understand what it says and agree to its terms. Suggest and request changes, if needed.

A Memo of Understanding that is printed on your letterhead can be used as an alternate to confirm what you and the gallery agreed to contractually. Any document signed and dated by you and the gallery is a legally binding contract.

COMMISSION SALES

Customers sometime make special requests to artists to create a unique piece of work for them. This is referred to as a commission and deserves special consideration.

DISCOUNTS AND SPECIAL DEALS

In general, commit to selling your art at full retail value. There are a few exceptions. Many galleries offer special clients courtesy discounts or first choice access to an artist's new work. These privileges are afforded to these clients based on their long-term commitment to collecting art or because they share the art with larger audiences, such as a museum buying a work for its permanent collection. The discounts are usually no more than 25% of the retail price. You need to be informed by the gallery well in advance of these special pricing discounts to ensure you know how they will affect your share of income from a sale.

NEGOTIATING A GALLERY'S REQUEST FOR EXCLUSIVE REPRESENTATION

Most artists need a number of sales outlets to meet their income goals. Yet some galleries want to be the exclusive representative of an artist's work. This means that no other gallery would have the right to sell your art in that particular geographic area, such as in Anchorage, or the entire state of Alaska.

Consenting to an “exclusivity” contract with a gallery only works when that gallery guarantees to sell all the work you can produce. Many artists are still wary of being locked into such arrangements, as it limits marketing flexibility. The purpose of agreeing to an exclusive relationship with only one gallery in a community eliminates the possibility that three galleries on the same street would be selling your artwork. This approach elevates your work as unique and exclusive.

SALES CHECKLIST:

If you have established a trusted working relationship with a gallery or shop, use this checklist to track important discussions and agreements you have made.

- List the work you have selected to go to the gallery or shop.
- If the gallery is going to purchase your work outright, what price has been agreed upon?
- Prepare an invoice for the gallery and deliver it with your artwork. Always keeping a copy for your own records.
- Request/expect immediate payment for outright purchases.
- Prepare a Consignment Form for the gallery if you have agreed to sell your work on consignment.
- What are the selling prices going to be on your artwork on consignment?
- What will you be paid when the consigned artwork sells?
- When and how you will be paid? (A gallery should pay you promptly after a commission sale – no more than 60 days after the sale of a major work or every three months for sales of smaller pieces.)
- Who is responsible for shipping and insurance? (Ideally, the gallery/shop covers all costs of packaging and shipping. If this is not possible, you have the right to negotiate a cost share.)
- After an agreed upon amount of time, the gallery is obligated to pay shipping costs to return any unsold consignment pieces to you. This needs to be included in the consignment contract.

The gallery must provide you with a guarantee that any art on consignment will be insured for the full retail value of the piece.



EXERCISE 10: PREPARING FOR GALLERY EXHIBITIONS

There are boundless opportunities for you to apply your talents on a much larger scale or expand into whole new contemporary venues and art forms. Give yourself some time to investigate how other artists have accomplished this and consider how you might also like to advance your artistic career in new ways. Public art commissions, solo gallery shows, and solo art exhibitions are steps you may take to expand. Consider the following questions to determine your plan to exhibit in a gallery:

- Does the gallery present temporary exhibitions of the work of one artist or a group of artists?
- What is the process for being included in a show? Is it by invitation? Are you required to submit a proposal? Is it a juried process?
- Have you been accepted for a gallery exhibition?
- If so, are you being offered a one-person show or to be part of a group show?
- How many pieces of art are needed and when?
- Is there a marketing schedule or list of requirements you are expected to meet? Who is responsible for these?
- Are there any special costs the gallery expects you to cover or share? (Sometimes an artist shares in the cost of special printed materials like an exhibition announcement, a brochure or catalogue, or special advertising.)
- Will there be an opening event? What is the gallery's expectation of you during the event?

ART MEANS BUSINESS

CaFÉ: CallforEntry.org

CaFÉ was developed by the Western States Arts Federation (WESTAF) as a national tool for artists to apply online to calls for art. Artists can create a profile in the system for

free and upload up to 100 digital images (1,160 MB) at no cost. Once you have loaded your portfolio into the system, you can quickly and efficiently submit hundreds of Alaskan and national call for entry applications that are posted and managed through the site.



The Alaska State Council on the Arts, the Municipality of Anchorage and the Anchorage Museum are just a few of the Alaska organizations that utilize CaFÉ for their application processes. This is a terrific resource for artists, whether you are using it to apply to calls or simply to research the different types of art opportunities that are available nationwide. Opportunities can be searched by category, such as Competitions, Exhibitions, Fellowships, Public Art Opportunities, Residencies and more.

An extensive Help Index can be found on the CaFÉ site at:

www.callforentry.org/cafehlp.phtml

The state of Alaska has an Alaska Percent for Art Program that mandates 1% of state-funded building construction costs (1/2% in rural Alaska) is designated toward the purchase and permanent installation of professional artists' work. The program relies on a public review process and provides additional support services to University of Alaska facilities and municipal programs. The program is administered by Alaska State Council on the Arts professional staff. All state of Alaska Percent for Art calls for proposals are hosted on CaFÉ.



Sample Public Art Commission Request for Proposal (RFP)

Sonya Kelliher-Combs
Address
City, State Zip
p: 907-555-5555
e: sample@sample.com

September 6, 2015

Dear Public Art Committee,

It is with much enthusiasm that I submit my qualifications for the University of Alaska Anchorage Health Sciences Building. The University of Alaska has recognized the importance of art and has continued to represent Alaskan Art in their public buildings. It is due to this continued dedication to Alaskan Arts and its people that I am applying for this call.

The UAA Health and Sciences Building is a valuable resource for the State of Alaska. As a lifelong Alaskan I have had the opportunity to see our state develop and grow. Anchorage, our largest city, has become a gathering place for all people and is considered our largest village. People will come to this facility primarily to learn and experience through programs dedicated to health, science and the healing of Alaska people. It is my hope that they will feel warm and welcomed in this space.

The Health and Sciences Building should reflect and represent the diversity of the landscape and people of Alaska. With these ideas in mind I envision my work will use repeated natural forms, cultural symbols and patterns, saturated color and texture. I intend to bring elements of nature indoors. I am open to consideration for both small and large percent for art commissions, whether it is a single painting inspired by ideas of healing and cooperation or large scale suspended works

and/or a multi-panel installation. These works would vary in price from \$10,000 - \$150,000.

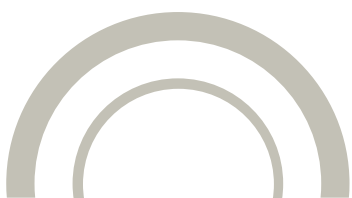
Culture, land, nature and community are at the heart of my work. Growing up, working and living in Alaska I create art that conveys a sense of place and people. The UAA Health Sciences Building will relate to our community identity and the rich vibrant and diverse cultures of Alaska. I welcome the opportunity to be part of such a significant project.

My educational background includes a Bachelor of Fine Arts from the University of Alaska Fairbanks and a Master of Fine Arts from Arizona State University. The concentration of both my undergraduate and graduate programs were in painting and drawing with emphasis in Alaska Native Art. My work tends to be experimental in medium, mixing traditional Alaska Native materials, techniques and imagery with contemporary media. As an Alaska Native Artist I offer a unique perspective for the modern identity of Alaska Native Peoples.

I welcome the opportunity to be a contributor to the University of Alaska Anchorage Health Sciences Building. If there are any questions please feel free to contact me at the above phone number or via email. I look forward to your correspondence.

Thank you for your attention and consideration,

Sonya Kelliher-Combs





LICENSING YOUR ALASKA ART BUSINESS

Depending upon where you live and where you are conducting business, you may be required to maintain a city, borough, and state business license. For example, if you are a working artist living in Bethel and selling your work, you are required to maintain both a State of Alaska and a City of Bethel business license.

ALASKA STATE BUSINESS LICENSES

Alaska state law requires that all individuals, including artists, operating in the commercial marketplace maintain a current business license. A business license is required to engage in business transactions in the State of Alaska. “Business” means a for-profit or non-profit entity engaging or offering to engage in a trade, a service, a profession, or an activity with the goal of receiving a financial benefit in exchange for the provision of services, goods, or other property. A separate business license is required for each line of business.

There are few exemptions to having a business license. An exemption may exist under business licensing statutes but may not exist under other program or agency statutes. Procurement statutory requirements, professional licensing requirements, and other program requirements supersede the business licensing exemption statutes.

The State of Alaska Department of Commerce, Community, and Economic Development (DCCED) administers business licensing for the state. Go to www.commerce.state.ak.us/dnn/cbpl/BusinessLicensing/BusinessLicensingFAQs.aspx for more detailed information about business licensing requirements and to apply.

There are significant advantages to establishing an art business including: state agency backing, state consumer protection enforcement support to combat Alaska Native art fraud, the ability to deduct many of your arts business expenses from your taxes, and access to resources for advancing your business.

TAXES AND DEDUCTIONS FOR ARTISTS

You are legally required to pay taxes on income earned from the sale of your work. As a business you can also take advantage of tax deductions that may significantly reduce your taxable annual income. Go to www.nolo.com/legal-encyclopedia/tax-deductions-artists.html for more information about eligible deductions.

Alaska Native artists are frequently asked to donate artwork to help benefit Alaska nonprofits' fundraising efforts. Be judicious and deliberate about donating your artwork. As the tax law is currently written, you may only deduct the value of the materials used to create your work rather than the fair market value of your work.

Donating your artwork is of little or no tax benefit to you. Because items are often auctioned below their fair market value, donations of your work can actually devalue it in the market place. The long term benefit you hope to garner from "exposure" is minimal. The motivation for donating your work to benefit an organization should be determined by your value and interest in supporting that organization, rather than any career advancement you hope to gain.

Working with a tax attorney who specializes in tax law related to professional artists can be viewed as a solid investment in your long-term career. This ensures you capture the greatest possible tax benefit from your hard work. A tax attorney can also help outline what documents, information, receipts of sales and purchases you must keep throughout the year. These materials will greatly aid in filing annual taxes. Over time you will be able to track the changes and expansions happening in your business.

ASK OTHERS FOR ADVICE

Call on your artist peers for recommendations on Alaska tax attorneys who specialize in arts business. Your peers have direct experience on who to trust and who to avoid. Remember the artwork you take time to create and sell represents a serious business. An expert tax attorney will help you gain the greatest financial benefit from your efforts.

STATE OF ALASKA MARKETING PROGRAMS

Alaska has two branding programs that help Alaska Native artists promote their work in the marketplace: the Silver Hand program and the Made in Alaska program. These programs are administered by the Alaska State Council on the Arts and the Department of Commerce Community and Economic Development, respectively. Each program issues permits with unique identifying logos that permit-holders may use to promote their goods in the marketplace.

The Silver Hand program promotes Alaska Native artists' work in the market and helps consumers identify and purchase authentic Alaska Native art. Artwork identified by a Silver Hand seal indicates it is created by an individual Alaska Native artist, by hand, and in Alaska. Only original Alaska Native artwork, not reproductions or manufactured work, may be marketed with the seal. The Silver Hand image is protected under Alaska trademark statute and regulations and may only be used by individuals with Alaska State Council on the Arts' explicit written permission.



To learn more about the program or to submit an application for a permit, contact:

Alaska State Council on the Arts
161 Klevin Street, Suite 102
Anchorage, AK 99508-1506
p: 907-269-6610
Toll-free: 1-888-278-7424
TTY: 1-800-770-8973
e: aksca.info@alaska.gov
w: www.education.alaska.gov/aksca/

The Made in Alaska Program promotes products made, manufactured, or handcrafted in the state. Alaska businesses manufacture high quality products, ranging from small gift items to large industrial modules, for domestic and international markets. Product(s) that meet a 51% or more Alaska produced content



criteria are eligible to use the MIA logo. Permits serve producers and consumers by certifying product authenticity. A mother bear and cub logo signifies a product is manufactured in Alaska.

To learn more or to apply, contact:

Made in Alaska

550 West 7th Avenue, Suite 1770

Anchorage, AK 99501

p: (907) 269-8104

e: madeinalaska@alaska.gov

Applications, Renewals, Labels, or Stickers

P.O. Box 359

Tok, AK 99780-0359

p: (907) 883-5667

Alternate: (907) 269-8150

w: www.commerce.state.ak.us/dnn/ded/DEV/MadeInAlaska.aspx

LOGO VS. BRAND

A logo is a symbol that evokes your brand meaning. By itself it can't tell the whole story, but desired attributes, position, and connection can be invested in it—and learned.

A brand is the carrier of what an organization stands for (its values and value); promises, expectations, and experiences; core capabilities and strengths; attributes that need and should be associated with the institution; and its positioning in the competitive environment. If perfectly designed, a brand builds connection and meaning. You don't own it: your constituents do! Your brand represents your promise, attributes, and position which have to be learned, valued, remembered, and, ideally, talked up by your patrons. A brand is a special kind of manufactured relationship. It is NOT a logo.

Branding = name(s) + desired meaning + investment + consistent expression over time.

Andrew Maydoney with Sametz Blackstone Associates, 2006

ARTIST PROFESSIONAL OPPORTUNITIES

ARTIST PROFESSIONAL OPPORTUNITIES

INTERNSHIPS, FELLOWSHIPS, FUNDING AND EDUCATION

An abundance of educational, professional development and funding opportunities are available to Alaska Native artists. State and federal agencies, nonprofit arts and culture organizations, Native corporations, public and private foundations, and educational institutions provide exciting arts resources.

The many opportunities to choose from can be overwhelming. A constructive way to begin this journey is to start by becoming familiar with local resources. If you haven't already, connect with your tribe, village or regional corporation to learn about work they do to support artists. And then work out from there. Investigate cultural centers, the local university campus, and organizations in your region you think may support artists. Then move on to statewide exploration, and finally to national resources that pique your creative interests.

ALASKA AND NATIONAL FELLOWSHIPS

- Museums Alaska: www.museumsalaska.org/
- Smithsonian Arctic Studies Center:
www.mnh.si.edu/arctic/
- Discovery Fellowship & SWAIA/
Santa Fe Art Institute Fellowship:
www.swaia.org/About_SWAIA/SWAIA_Fellowships/index.html

FUNDING RESOURCES

We encourage you to research funding organizations and their programs before contacting them. Many of your questions will be addressed on their websites and in their printed program and grant materials. Use your research to determine your funding eligibility and to formulate any unanswered questions.

Approach funder staff with a clear idea of what information you need to meet your goals. Target your questions to help them further orient you with their organization and resources and determine your eligibility. They are a valuable human resource and can guide you to the best programs and support you in submitting a competitive funding proposal. Investigative questions also help staff direct you to the most knowledgeable person in their team. Questions like, "Who should I speak with to help me determine if my proposed request

is eligible for funding with your organization?” and “Where can I find additional information about the application and grant review process?” enable you to navigate.

Funders, foundations and support organizations each have specific mandates and missions they are required to meet. Just because your proposal may not be eligible with one funder doesn't mean it is not valuable. If you are not eligible for a program or grant, always ask, “Can you recommend any other organizations who I may contact with my proposal?”

The following list of funders, both Alaska and National, may be potential supporters of your creative efforts and career development:

- Alaska Humanities Forum:
www.akhf.org/content/grant-program
- Alaska State Council on the Arts:
www.alaska.cgweb.org/page.php?id=16
- Bill Holm Center: www.burkemuseum.org/bhc/grants
- First Peoples Fund: www.firstpeoplesfund.org
- Grant Station: www.grantstation.com/index.asp
- Indian Arts Research Center, SAR: www.artists.sarweb.org
- Longhouse Cultural Center: www.evergreen.edu
- National Endowment for the Arts: www.nea.gov
- National Endowment for the Humanities: www.neh.gov
- National Native Artists Exchange: www.nefa.org
- Native Arts & Cultures Foundation: nativeartsandcultures.org
- Northslope Marketplace: northslopemarketplace.com
- Potlatch Fund: www.potlatchfund.org/grants/art.html
- Rasmuson Foundation Individual Artist Award & Artist Residency Program:
www.rasmuson.org/index.php?switch=viewpage&pageid=215
- Seventh Generation Fund:
www.7genfund.org/how-apply-grant
- The CIRI Foundation:
<http://thecirifoundation.org/project-grants/resources-for-artists/>
- United States Department of the Treasury, Community Development Financial Institutions Fund (CDFI):
www.cdfifund.gov/what_we_do/programs_id.asp?programID=3
- United States Small Business Administration, Office of Native American Affairs: www.sba.gov/offices/headquarters/naa

POST-SECONDARY EDUCATIONAL OPPORTUNITIES

There are more opportunities for Alaska Native artists to explore and express creativity than ever before. You have avenues to apply your talents in more venues and on a much larger scale. Your commitment to your craft and growing professional networks will open doors to tremendous opportunities to expand into new and contemporary art forms. Museums are evolving their policies around greater access to collections which provide artists new levels of exposure to indigenous creative work. Investigate every way possible you may gain professional access to these invaluable resources.

Fine Arts degree programs and vocational technical programs are just a few places artists can go for technical and academic training. Additionally, there are educational institutions within Alaska, throughout the nation, and internationally that offer degrees in Alaska Native, Native American and Indigenous studies. More about these programs can be found at:

www.niea.org/students/native-american-studies.aspx.

There are many more institutions that provide studio fine arts BFA and MFA degree programs. All of these resources are worth investigating as they pave the way for you to expand creatively in many disciplines. The list below is provided to get you oriented to Alaska resources and a few national educational institutions.

Alaska

- Ilisagvik College (Barrow): www.ilisagvik.edu/
- University of Alaska, Vocational Technical Programs (Workforce development, access to 3D printers, software, and training) www.bit.ly/1I3EC4c
- University of Alaska Fairbanks, Native Art Center: www.uaf.edu/art/areas/native-arts/
- University of Alaska Anchorage, Department of Art: www.uaa.alaska.edu/art/
- University of Alaska Southeast: www.uas.alaska.edu/
- University of Alaska, Statewide branch campuses:
 - Bristol Bay (Dillingham): www.uaf.edu/bbc/
 - Chukchi (Kotzebue): www.uaf.edu/chukchi/
 - Interior-Aleutians: www.uaf.edu/iac/centers/
 - Kuskokwim (Bethel): www.bethel.uaf.edu/
 - Northwest (Nome): www.nwc.uaf.edu/

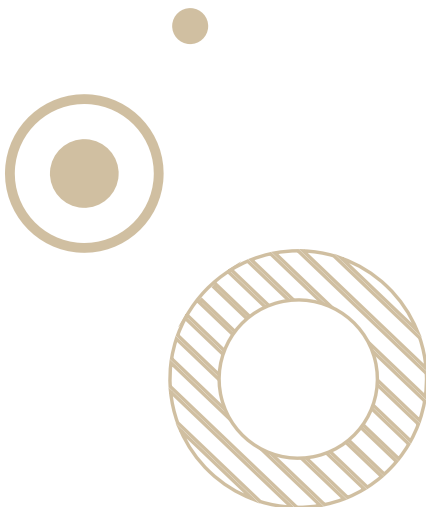
National

- Institute of American Indian Arts, The College of Contemporary Art: www.iaia.edu/

STATEWIDE ARTS AND CULTURE ORGANIZATIONS

Every artist in Alaska should be aware of four types of arts and culture organizations that exist statewide: the Alaska State Council on the Arts (your state arts agency), local arts agencies, museums and Alaska Native Cultural Centers. These organizations represent a network whose work it is to advance artists. Each type serves a unique purpose. Each one will have a variety of programs and services available to help you meet your goals as an artist. Every organization many not have everything you need but many of these organizations partner to further expand their offerings to artists. You can view these organizations as trusted neighbors you can count on for assistance along the trail.

STATE ARTS AGENCIES (SAAs) are federally designated and legislatively authorized. Every state in the nation has a state arts agency that receives program and operating funds by means of a federal appropriation and allocation from the State legislature. Each SAA has an advisory Council or commission of broadly representative public citizens, appointed by the governor or the administrator of a division of the State Government, who are responsible for implementing the authorizing legislation. —Americans for the Arts



THE ALASKA STATE COUNCIL ON THE ARTS

The ASCA electronic newsletter is a reliable resource to learn about current opportunities for Alaskan artists. To subscribe email your name, address, phone number and email address to aksca.info@alaska.gov. Contact ASCA staff for more detailed information about their programs, grants and services at:

161 Klevin Street, Suite 102
Anchorage, AK 99508 – 1506
p: 907-269-6610
w: www.education.alaska.gov/aksca/

To reach ASCA via the statewide relay system for individuals with hearing impairments. Call (800) 770-8973 (TYPE) for TTY users and 800-770-8255 (TALK) for voice.

ASCA is Alaska's state arts agency that represents, supports, and advances the creative endeavors of Alaska's citizens and agencies. ASCA actively collaborates with citizens, businesses, and government partners in the development of creative economy initiatives. The Council advocates for increased levels of support for artists, cultural organizations, schools and school districts at the national, state and local levels. ASCA administers the following statewide arts programs and grants that may be helpful to you.

ALASKA PERCENT FOR ART PROGRAM mandates that 1% of state-funded building construction costs (1/2% in rural Alaska) is designated toward the purchase and permanent installation of professional artists' work. The program relies on a public review process and provides additional support services to University of Alaska facilities and municipal programs.

ALASKA ARTIST IN SCHOOLS TEACHING ARTIST ROSTER is a pool of artists who have applied through a public juried process and have shown they excel in their creative profession and embody proven teaching abilities. Teaching artists lead in-school artist residencies, help K-12 school teachers integrate arts into their classroom curriculum, and are committed to working with the community at large. The roster is published

as an online catalogue and Alaska schools are encouraged to use it as a resource to select artists for artist residencies working with students.

ALASKA CONTEMPORARY ART BANK, a collection of over 700 works of art by Alaskan artists, was formed in 1975. Artwork from the collection is available for loan to publically accessible state offices and Alaska's Congressional Delegation. The intention of the program is to provide Alaska's citizens viewing access to artwork they may not otherwise have opportunities to see. Only Alaskan Artists' work is eligible and selected through the public jury process. Calls for new artwork is posted on CaFE (www.callforentry.org) when funding is available.

ALASKA ARTS & CULTURE FOUNDATION (AACF) supports projects that fall outside the scope of ASCA, but support its mission. AACF offers a number of Fellowship programs for Alaskan artists. More information can be found at www.akarts.org.

SILVER HAND PROGRAM provides Alaska Native artists with a marketing tool to identify their work as original artwork made by hand. The program is one of many marketing mechanisms Alaska Native artists can employ to promote their work. Artists must meet specific eligibility requirements to participate in the program.

ASCA GRANTS FOR INDIVIDUAL ARTISTS

Career Opportunity Grants provide support to professional artists and arts administrators for unique, short-term opportunities to in-state, national, or international events, programs or seminars, and for other activities that contribute to the artist's professional standing or skill.

Master Artist and Apprentice Grants supports an apprentice's serious study with a recognized master artist in a traditional Alaskan Native art form. The grant goals is to support lifelong learning and perpetuate traditional arts of Alaska's Native peoples.

ASCA GRANTS FOR ARTS IN EDUCATION

For many of these opportunities, a school or non-profit organization needs to be the grant applicant. However, artists who are knowledgeable about funding opportunities can initiate collaborations.

Artist in Schools Program for Schools and School Districts provides grants to schools and school districts to support artists' residencies. They offer students and teachers opportunities to work with professional artists. Residencies include hands-on experiences, a community workshop, and follow-up activities for teachers to incorporate into their classroom.

ARTS EDUCATOR GRANTS provide K-12 art teachers with opportunities to reconnect with their art, through residencies, advanced art study and individual art projects.

ALASKA LOCAL ARTS AGENCIES

Alaska has many nonprofit local arts agencies (LAAs) operating throughout the state. These organizations are valuable resources for artists and provide one or more of the following services to their community or region: cultural programming, grantmaking, facility management, services to artists and arts organizations toward the advancement of creative careers and professional development, and community cultural planning.

Bethel Arts Council

www.bethelarts.com

Cordova Arts and Pageants

www.squareup.com/market/cordova-arts-and-pageants

Denali Arts Council and Humanities Alliance

www.denaliartscouncil.org/

Dillingham Arts Council

www.dillinghamartscouncil.org/

Fairbanks Arts Association

www.fairbanksarts.org/

Greater Sitka Arts Council

www.sitkaarts.org/

Haines Arts Council

www.hainesak.com/artsCouncil/

Homer Council on the Arts

www.homerart.org/

Juneau Arts and Humanities Council

www.jahc.org/

Ketchikan Area Arts and Humanities Council

www.ketchikanarts.org/

Kodiak Arts Council

www.kodiakartscouncil.org/

Nome Arts Council

www.facebook.com/nomeartscouncil

Palmer Arts Council

www.thepalmerartscouncil.org/

Petersburg Arts Council

www.petersburgartscouncil.webs.com/

Seldovia Arts Council

www.seldoviaartscouncil.wordpress.com/

Seward Arts Council

www.sewardartscouncil.org/

Skagway Arts Council

www.skagwayartscouncil.blogspot.com/

Valdez Arts Council

www.facebook.com/pages/Valdez-Arts-Council

ALASKA CULTURAL CENTERS AND MUSEUMS

Alaska cultural centers and museums represent a large group of organizations that Alaska Native artists can rely on to advance their careers, access creative opportunities, and increase their beneficial exposure. Many offer opportunities for group, invitational, and solo exhibitions. They also manage gift shops and curate historical collections of particular interest to Alaska Native artists.

Museums Alaska is an association of Alaska's museum professionals and volunteers that provide opportunities for improvement of museum and cultural center services in Alaska. They are also an excellent primary resource for locating museums and cultural centers across the state: www.museumsalaska.org.

Alaska Native Cultural Centers are institutions that respectfully promote and develop culture as an essential statewide infrastructure. Located throughout the state, they are managed under various governing models, and provide a great diversity of programs and services. They are important creative touchstones for artists. They may curate important historical collections as well as offer educational programming, technical arts training, indigenous language revitalization training, public outreach, and Alaska Native arts and cultural education to local community members, state residents and visitors.

The following Alaska Native Cultural Centers welcome the participation of Alaska Native artists, culture bearers, and community members to help further the creative and cultural values of Alaska's Native people.

Alaska Native Heritage Center
8800 Heritage Center Drive
Anchorage, AK 99506
p: (907) 330-8021
w: www.alaskanative.net

Aleut Heritage Library and Archive
Aleutian Pribilof Islands Association
201 East 3rd Avenue
Anchorage, AK 99501
Ph: (907) 276-2700
Fax: (907) 279-4351
e: apiaalli@alaska.net

Alutiiq Museum and Archaeological Repository
215 Mission Road
Kodiak, AK 99615
p: (907) 486-7037 or 486-7004 Fax: (907) 486-7048
w: www.alutiiqmuseum.org

Chugach Heritage Center
P.O. Box 2388
Seward, AK 99664
p: (907) 224-5065

Chickaloon Culture Center
P.O. Box 1105
Chickaloon, AK 99674

Eklutna Historical Park and Heritage Center
16515 Centerfield Drive, Suite 201
Eagle River, AK 99577

Huna Heritage Foundation
9301 Glacier Highway #210
Juneau, AK 99801
p: (907) 523-3682
w: www.hunaheritage.org

Inupiat Heritage Center
P.O. Box 69, Barrow, AK 99723
p : (907) 852-0422
w: www.north-slope.org/departments/inupiat-history-language-and-culture/inupiat-heritage-center

Kenai Visitors & Culture Center
11471 Kenai Spur Highway
Kenai, AK 99611
p: (907) 283-1991

Kenaitze Indian Tribe
P.O. Box 988
Kenai, AK 99611
p: (907) 283-4321

Ketchikan Totem Heritage Center
629 Dock Street
Ketchikan, AK 99901
p: (907) 225-5900
w:

www.city.ketchikan.ak.us/departments/museums/totem.html

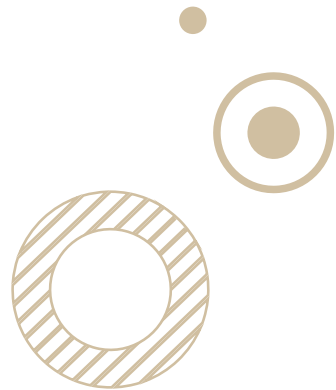
Morris Thompson Cultural and Visitors Center
101 Dunkel St.
Fairbanks, AK 99701
p: (907) 459-3700
e: info@morristhompsoncenter.org
w: www.morristhompsoncenter.org

Museum of the Aleutians
P.O. Box 648
Unalaska, AK 99685
p: (907) 581-5150
w: www.aleutians.org

Northwest Arctic Heritage Center
P.O. Box 1029
Kotzebue, AK 99752
p: (907) 442-3890
w: www.nps.gov/cakr/learn/news/nwahc.htm

Simon Paneak Museum
Box 21085
Anaktuvuk Pass, AK 99721
p: (907) 661-3413

Yupiiit Piciryarait Cultural Center & Museum
P.O. Box 219
Bethel, AK 99559
p: (907) 543-11819
w: www.bethelculturalcenter.com



ALASKA ARTS COOPERATIVES

Are other types of organizations that can benefit the interests of Alaska Native artists. They are businesses owned and controlled by those who use its services. Although cooperatives resemble other businesses in many respects, they are distinctly different in terms of ownership structure and in the distribution of earnings. In a cooperative, members finance and operate the business for their mutual benefit. Control is democratic, and earnings are distributed according to patronage provided by the members or retained in the business for overall member benefit.

Co-ops are economic institutions. Consumers form co-ops to obtain improved products and services at better prices. Retail businesses use them to gain benefits of group purchasing or other shared activities, and employees utilize the cooperative form of business to improve their income and equity positions in a company.

Key to the concept, however, is an identifiable economic need that participants recognize and are willing to support financially and with their patronage. Underlying any co-op is the shared recognition of a common economic need. Cooperatives can meet that need if their members are willing to participate, patronize or utilize the business, as well as provide financial support.

Go to www.commerce.state.ak.us/dnn/Portals/5/pub/CorporationsStatutesandRegulations.pdf for detailed information about the Alaska Cooperative Corporation Act that governs their management. A list of active Alaska co-ops may be found at University of Alaska Center for Economic Development www.ced.uaa.alaska.edu/akcoops.html.

ALASKA VENUES FOR ART EXHIBITION AND SALES

ALASKA TRADE SHOWS AND CRAFT FAIRS

Alaska hosts a wide variety of arts and crafts festivals throughout the state. These occur statewide and are excellent opportunities for you to connect with and expand your market. They also provide experiences to fine-tune your retail sales skills and nurture your network of artist peers.

Contact the event organizers directly for more detailed information about dates, fees, deadlines to apply, and any other requirements to participate. Also ask other artists who have participated in these events about their experiences. This roster will surely change and expand over time.

February

Kivgiq, Barrow North Slope Borough Mayor's Office,
(every other year on odd years)
Charlotte Jensen Fur Rondy, Anchorage

March

Festival of Native Arts, University of Alaska Fairbanks

April

Cama'-i Festival, Bethel Council on the Arts
Iditarod Craft Fair, Nome

May

Kodiak Crab Festival

June

Celebration, Juneau Sealaska Heritage Institute (every other
year on even years)
RurAL CAP Rural Providers Conference (alternates location
statewide and is every two years)

July

Trade Fair, City of Kotzebue
Salmonfest, Ninilchik
Eagle River Bear Paw Festival
World Eskimo Indian Olympics, Fairbanks

August

Alaska State Fair, Palmer
Ketchikan Blueberry Arts Festival
Fairbanks Tanana Valley State Fair

October

Arts & Opps Showcase, First Alaskans Institute Elders & Youth Conference (alternates between Anchorage and Fairbanks)
AFN Craft Fair, Alaska Federation of Natives
(alternates between Anchorage and Fairbanks)

November

Public Market, Juneau
Crafts Weekend, Anchorage Museum
Holiday Food & Gift Festival, Dena'ina Convention Center
Christmas Arts & Crafts Emporium, Dena'ina Convention Center

December

BIA Providers Conference, Anchorage
Alaska Native Heritage Center Holiday Bazaar, Anchorage
Christmas Bazaar, Barrow Lions Club
Native People's Bazaar, ANMC in Anchorage

Ongoing throughout the year:

Saturday Market, Bethel Yupiit Piciyarait Cultural Center
Alaska Native Heritage Center

STATEWIDE GALLERIES AND SALES OUTLETS

There are hundreds of galleries and sales outlets statewide for Alaska Native artists to sell their work. The list provided below is just a highlight of what is available. Make sure to connect with local, regional, and corporation staff to further explore sales opportunities. Remember that almost every single cultural center and museum hosts space for Alaska Native artists to sell their work. Refer to the previous list of cultural center and museum resources to further explore sales opportunities.

Alaska Native Arts Foundation
500 West 6th Avenue
P.O. Box 101497
Anchorage, Alaska 99510
p: (907) 258-2623
w: www.alaskanativearts.org/new/

Alaska Native Heritage Center, Heritage Gifts
8800 Heritage Center Drive
Anchorage, AK 99504
p: (907) 330-8000
w: www.alaskanative.net/

Alaska Native Medical Center Auxiliary Craft Shop
4315 Diplomacy Drive
Anchorage, AK 99508
p: (907) 729-1122
w: www.anmc.org/patients-visitors/craft-shop/

Alutiiq Museum
215 Mission Road
Kodiak, AK 99615
p: (907) 486-7004
w: www.alutiiqmuseum.org/shop.html

Anchorage Museum at Rasmuson Center
Museum Gift Shop
625 C Street
Anchorage, AK 99501
p: (907) 929-9255
w: www.anchoragemuseum.org/

Bunnell Street Art Gallery
106 W. Bunnell Avenue
Homer, AK 99603
p: (907) 235-2662
w: www.bunnellarts.org/

Fairbanks Arts Association Bear Gallery
P.O. Box 72786
Fairbanks, AK 99707
p: (907) 456.6485 ext. 225
w: www.fairbanksarts.org/about/

International Gallery of Contemporary Art
427 D Street
Anchorage, AK 99501
p: (907) 279-1116
w: www.igcaalaska.org

Sulianjich Art Center
205 3rd Ave.
Kotzebue, AK 99752
p: (907) 442-2930
w: www.nwabor.org/sulianich.html

University of Alaska Museum of the North
University of Alaska Fairbanks Campus
907 Yukon Drive
Fairbanks, AK 99775
p: (907) 474-7505
w: www.alaskamuseumstore.com

GENERAL RESOURCES FOR ARTISTS

Statewide

Alaska State Council on the Arts
161 Klevin Street, Suite 102
Anchorage, AK 99508
p: (907)269-6610
Toll Free: (888)278-7424
e: info@aksca.org
w: www.education.alaska.gov/aksca/

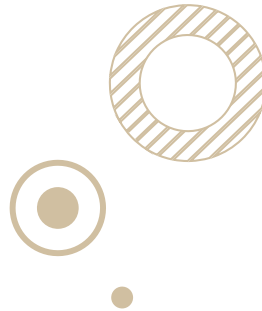
Museums Alaska
P.O. Box 242323
Anchorage, AK 99524
p: (907)243-4714

An association of all Alaska museums and cultural centers that provides information to organizations and artists.

National

Artswire
www.artswire.org

A website produced by New York Foundation for the Arts that provides a communications network for the arts community and individual artists.



Atlatl, Inc.
P.O. Box 34090
Phoenix, AZ 85067-4090
Promotes the vitality of contemporary Native American art. Maintains registry of Native American artists; publishes quarterly newsletter; sponsors Native Arts Network, a biennial conference. Membership for individual artists includes many benefits.

Center for Safety in the Arts
w: www.artswire.org:70/oh/csa
Clearinghouse of information and data sheets on health hazards in the arts. Online resource only.

National Council for the Traditional Arts
1320 Fenwick Lane, Suite 200
Silver Spring, MD 20910
Celebrates and honors those arts that are passed down through time by families, communities, tribal and ethnic groups.

National Endowment for Arts (NEA)
w: www.arts.gov
100 Pennsylvania Ave. NW
Washington, DC 20506

First Peoples Fund
w: www.firstpeoplesfund.org
706 West Blvd
Rapid City, SD 57701

Native Arts and Culture Foundation
w: www.nativeartsandcultures.org/
11109 NE 14th Street
Vancouver, WA 98684

Longhouse Education and Cultural Center
w: <http://www.evergreen.edu/longhouse/>
The Evergreen State College
2700 Evergreen Parkway NW
Olympia WA 98505

Craft Emergency Relief Fund
w: www.craftemergency.org/
Mailing Address:
P.O. Box 838, Montpelier, VT 05601
Street Address:
28 Elm Street #2, Montpelier, VT 05602



USE OF WILDLIFE MATERIALS IN ART WORK

STATE AND FEDERAL LAWS THAT REGULATE ARTISTS' USE OF WILDLIFE MATERIALS IN ART WORK

Alaska Native artists who incorporate customary subsistence materials in their artwork face complex state and federal wildlife laws these laws may restrict and govern use in artwork intended for sale in the open market. They also strictly affect the purchase and transportation of that work outside of the state of Alaska.

Wildlife protection agencies are committed to educating artists and the public on the lawful use of fish and wildlife in traditional Alaska Native artwork. Be aware that if artists are informed by wildlife enforcement staff of specific laws, yet choose to disregard those laws, wildlife officers are made aware of this, they are legally obligated to address wildlife violations and enforce the law as it is written.

Alaska Native artists are responsible for knowing the laws regarding the use of materials or sale of work that incorporates them. There are a number of key published resources and enforcement agency staff available to help you including:

The Customs Guide to Alaska Native Art can be viewed online or be downloaded as a printable PDF
www.education.alaska.gov/aksca/pdf/customs_guide_to_ak_native_arts.pdf

Importing & Exporting Your Commercial Wildlife Shipment
www.fws.gov/le/commercial-wildlife-shipment.html

Additional information about specific materials are available in the following printable PDF publications:

Hunting and Use of Polar Bear by Alaska Natives:
www.fws.gov/alaska/law/pdf/polarbear.pdf

Hunting and Use of Walrus by Alaska Natives:
www.fws.gov/alaska/fisheries/mmm/mtrp/pdf/factsheet_walrus.pdf

Hunting and Use of Sea Otter by Alaska Natives:
www.fws.gov/alaska/fisheries/mmm/mtrp/pdf/factsheets/HUNTINGANDUSEOFSEAOTTERS2010.pdf

The Barter or Sale of Handicrafts Federal Subsistence Management Program Marine Mammal Protection Act of 1972:
www.fws.gov/alaska/asm/pdf/barter.pdf

Migratory Bird Co-Management Council:
www.fws.gov/alaska/ambcc/

Archaeological Artifacts and Paleontological Material in Artwork

There are many reasons to avoid incorporating ancient artifacts or paleontological material into your artwork for sale. Artifacts offered for sale may be stolen property. Prehistoric sites and the artifacts they hold are a nonrenewable resource. Buying artifacts fuels the market for antiquities and leads to the destruction of additional sites and the history they hold. Some of the most important information about an artifact comes from its position in a site. When artifacts are removed from sites, this information is lost. Artifacts have stories to tell. Privately held artifacts are not available for study and inspiration and are often damaged, lost or destroyed. When elders, artists, scientists and historians have access to artifacts, they can share valuable information. Learn more online: Fossil Collecting & Artifact Hunting In Alaska at www.alaskacenters.gov/fossil--collecting.cfm

Collecting artifacts from federal lands without a permit has been illegal since 1906. For many years collecting artifacts from state and private lands without permission has also been illegal. Most family collections are not legally owned, unless they came from family land.

In the United States, archaeological sites and their contents belong to the owner of the land on which they occur. On Alaska's beaches, artifacts have two potential owners. Determining ownership depends on where the artifact lies:



Ownership of Artifacts

Objects found ABOVE the mean high tide line – these artifacts belong to the owner of the immediately adjacent upland (the land behind the beach).

Objects found BELOW the mean high tide line – these artifacts belong to the owner of the intertidal area. In most of Alaska this is usually the State of Alaska.

Mean High Tide Line = the average limit of high tide – halfway between the highest and lowest limit of high tide in an annual cycle. Please remember that it is illegal to remove artifacts from the beach without permission of the landowner.

State and federal laws protect Alaska's antiquities even when they are washed onto the beach. And sometimes sites are part of the beach. They may have been exposed by coastal erosion or changes in Alaska's sea level.

Never dig in a site or collect artifacts from the beach. Look, photograph, and enjoy beach discovered artifacts, but don't remove them from the beach. Teach your family and friends to respect artifacts. Most people do not know that it is illegal, destructive, and disrespectful to collect artifacts. Illegal collecting can be reported to the National Park Service at 1-800-478-2724. Rewards of up to \$500 are available for information on illegal collecting.

It is also illegal to buy, sell or trade artifacts that you do not own. Under the Archaeological Resources Protection Act, anyone who sells an artifact must be able to prove that they are the object's lawful owner. Most people can't provide this proof. Don't sell your collection. There are serious penalties for trafficking in antiquities.

Artifacts trafficking means the sale, purchase, exchange, transport, or receipt of illegally obtained artifacts. Who can legally sell artifacts? The only people who can legally sell an artifact are its owners. In the United States, artifacts are the property of landowners. They belong to the people or organizations who own the land on which artifacts occur.

If you take an artifact from land that does not belong to you, the artifact does not belong to you. Selling, buying, trading, accepting, or even transporting such artifacts is also a crime. What are the penalties for artifact trafficking? Under federal law, trafficking can result in fines of up to \$20,000 and 2 years in jail for a first offense. Offenders can also lose equipment and vehicles used while committing the offense. Learn more online: www.illicit--cultural--property.blogspot.com/ and www.culturalpropertylaw.wordpress.com/

Museums typically promote the preservation of historically important materials rather than their use in for-profit enterprises. Paleontological and archaeological materials are often confused. Trade in paleontological remains fuels trade in archaeological materials and the destruction of ancestral sites as well as the destruction of paleontological sites.

Because of this museums have purchasing policies to ensure their practices meet professional standards, comply with state and federal laws, and are internally consistent. Museums consistently reject contemporary artwork offered by artists for sale as store merchandise or collections if it includes ancient animal remains (paleontological materials).

Many museums' collection policies forbid the purchase of objects made with paleontological and archaeological materials for a number of reasons. The motivation is to ensure that they do not inadvertently participate in illegal activity, protect the artists with whom they work, set an example for ethical museum practice, uphold the museum's accreditation, and advance their preservation missions.

State and federal laws prohibit the removal, trade, transport or sale of ancient animal remains – e.g. fossils, mammoth ivory, extinct animal bones, and dinosaur tracks – from public lands without a research permit. Like archaeological material, these materials are protected as a valuable record of Alaska's past and a nonrenewable resource. Together the state and the US government own 87.5 % of Alaska lands.

Credit: The Alutiiq Museum and Archaeological Repository graciously provided the information above.

A large blue rounded rectangle with a thick border, containing 20 horizontal lines for writing. The lines are evenly spaced and extend across the width of the rectangle. The corners of the rectangle are rounded.

FEDERAL AND STATE WILDLIFE MANAGEMENT AGENCY CONTACTS

The Alaska State Council on the Arts helps artists connect with education and enforcement agencies. ASCA works in partnership with many state and federal agencies to connect artists directly with enforcement staff who can answer critical questions about wildlife restrictions and regulations and marketing and sales.

The following list of agencies and staff names (current as of May 2015) have been compiled to help you connect with a person who may be able to help you with your questions. If you discover these names, contact information, or other details have changed, please contact ASCA for assistance. Your willingness to do this will also help us maintain the most up-to-date contact list.

FEDERAL

NOAA Fisheries National Marine Fisheries Service
Protected Resources Division and Habitat Conservation
Divisions

222 West 7th Avenue, Box 43
Anchorage, AK 99513
p: (907) 271-5006
f: (907) 271-3030

Education Officer
p: (907) 271-3021
w: www.fakr.noaa.gov

Law Enforcement for seals, whales, sea lions
p: (907)271-5745
w: www.fakr.noaa.gov

U.S. Fish and Wildlife Service
(907) 271-2828
(907) 271-2827 fax
www.alaska.fws.gov/

Supervisory Wildlife Inspector
Import/Export Office
P.O. BOX 190045
Anchorage, AK 99519
p: (907) 271-6456

Office of Law Enforcement for
Walrus, Polar bear, Sea otter
605 West 4th Avenue, Room 57
Anchorage, AK 99501
p: (907) 271-4950

U.S. Migratory Bird Division
Office of Migratory Bird Permits
1011 E. Tudor Road
Anchorage, AK 99503-6199
p: (907) 786-3693

STATE OF ALASKA

State of Alaska, Department of Fish and Game
State of Alaska Federal Subsistence Liaison Team Leader
p: (907) 459-7277

State of Alaska, Department of Natural Resources
Office of History and Archaeology
550 W. 7th Avenue, Suite 1260
Anchorage, AK 99501
p: (907) 269-8400
w: www.dnr.alaska.gov/parks/oha/index.htm

ALASKA NATIVE CO-MANAGEMENT WILDLIFE COMMISSIONS

Alaska Natives have a long history of self-regulation, based on the need to ensure a sustainable take of marine mammals for food and artwork. Co-management promotes full and equal participation by Alaska Natives in decisions affecting the subsistence management of marine mammals (to the maximum extent allowed by law) as a tool for conserving marine mammal populations in Alaska.

Alaska Beluga Whale Committee
www.north-slope.org/departments/wildlife-management/co-management-organizations/alaska-beluga-whale-committee

Alaska Eskimo Whaling Commission
www.uark.edu/misc/jcdixon/Historic_Whaling/index.htm

Aleut Marine Mammal Commission

www.aleutmarinemammal.org/

Alaska Native Harbor Seal Commission

www.harborsealcommission.org/

Cook Inlet Marine Mammal Council

www.alaskafisheries.noaa.gov/protectedresources/whales/beluga/comanagement.htm

Ice Seal Committee

www.north-slope.org/departments/wildlife-management/co-management-organizations/ice-seal-committee

Indigenous People's Council for Marine Mammals

www.ipcommalaska.org

Alaska Eskimo Walrus Commission

www.kawerak.org/servicedivisions/nrd/ewc/index.html

Nanuuq Commission (Polar Bear)

www.nanuuq.info/

Sea Otter and Steller Sea Lion Commission

<http://www.seaotter-sealion.org>

Alaska Migratory Bird Co-Management Council

www.fws.gov/alaska/ambcc/

ALASKA MARINE MAMMAL MARKING, TAGGING & REPORTING PROGRAM

The Marine Mammal Protection Act of 1972 protects the rights of Alaska Natives to harvest marine mammals for subsistence uses. The act requires that all sea otter and polar bear hides and skulls, and all walrus tusks be tagged by a representative of the U.S. Fish and Wildlife Service. This program is implemented through resident MTRP taggers located in coastal villages and communities throughout Alaska.

More than 150 MTRP taggers are located in about 100 villages and collect information. This data is used to help ensure the long-term survival of these species by monitoring the Native harvest and

controlling the illegal take, trade, and transport of marine mammal parts. MTRP personnel are also active in the Walrus Harvest Monitoring Program (WHMP) where USFWS representatives monitor the annual spring walrus hunt in several Alaskan villages. They are responsible for recording information on the animals taken in the hunt, collecting biological samples and assisting in tagging ivory from harvested walruses.

To contact local taggers, call:

p: (907) 786-3980 or (907) 786-3551

To request WHMP annual reports contact:

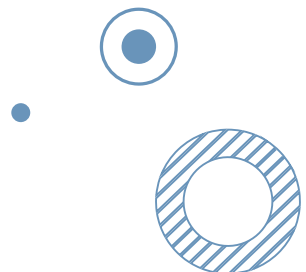
The Marine Mammals Office
p: (907) 786-3819 or 1(800) 362-5148

The following organizations provide up to date information about tagging of specific animals:

U.S. Fish & Wildlife Service Marine Mammals Management
Marking, Tagging and Reporting Program:
www.fws.gov/alaska/fisheries/mmm/mtrp/mtrpmain.htm

The Alaska Sea Otter and Steller Sea Lion Commission about
Sea Otter Taggers:
www.seaotter-sealion.org/seaotter/taggers.html

Fact sheets and reports:
www.fws.gov/alaska/fisheries/mmm/mtrp/reports.htm



COMBATTING ALASKA NATIVE ART FRAUD

COMBATTING ALASKA NATIVE ART FRAUD

The artwork you create is rare, unique and highly coveted across the world. It holds great cultural and monetary value. This makes you and your artwork highly susceptible to marketplace fraud. The resulting fraud-related direct income loss for Alaska Native artists is considerable. Leading arts fraud investigators and researchers agree that while there is no way fraud can be fully stopped, it can most certainly be derailed and slowed.

There are many state and federal protective agencies whose primary mission is to accomplish this goal. While each agency is assigned specific jurisdiction over laws that govern and punish fraud, there may be significant investigative overlap. All of these anti-fraud agencies and organizations that operate programs in the business interests of Alaska Native artists collaborate to address fraud. Much of this enforcement work is conducted confidentially, out of site from artists and the general public.

The U.S. Federal Trade Commission, the Federal Department of the Interior Indian Arts and Crafts Board, the State of Alaska Attorney General's Department of Consumer Protection, and the Alaska State Council on the Arts have partnered to address fraud.

FILING AN ART FRAUD COMPLAINT

Identifying and reporting art fraud helps preserve the integrity of the market for Alaska Native artists and protects your creative and economic interests. In order for protective agencies to assign limited investigative resources to a case, they require baseline information. This helps various agencies dedicated to anti-fraud and consumer protection determine which agency is the most appropriate investigative lead. Detailed observation and documentation help enforcement agencies. Each protective agency also has a form to document and report fraudulent encounters.

Fraud complaints can be filed anonymously with ASCA or any of ASCA's anti-fraud partner agencies. Investigators may need to contact you directly for information but your privacy is protected and your identity remains confidential throughout an investigation and prosecution. The Consumer Protection unit of the Attorney General's Office enforces Alaska's Unfair Trade Practices and Consumer

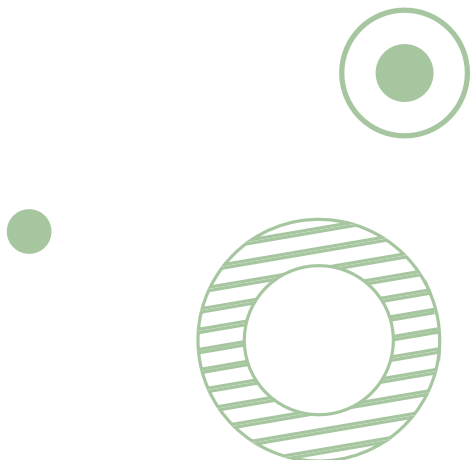
Protection Act. They accept consumer complaint or reports of unfair or deceptive business practices. Advertising or selling counterfeit Native Art is one example of unfair or deceptive conduct that would violate the Act. Also, prohibited use of the Silver Hand seal is a violation of the Act. Investigation and enforcement of violations provides support to artists. They encourage artists to file complaints with their office or to report concerns about possible violations.

For more detailed information about state and federal agency jurisdictions, directions on how to file a fraud complaint, and information about intellectual property rights go to:

Intellectual Property Rights/Stop Fakes.gov
www.uspto.gov/smallbusiness/
www.law.alaska.gov/department/civil/consumer/Nativeart.html

STATE OF ALASKA ANTI-FRAUD AGENCIES

State of Alaska Attorney General's Office
Alaska Department of Law Consumer Protection Unit
1031 West 4th Avenue, Suite 200
Anchorage, AK 99501-1944
p: (907) 269-5200
w: www.law.state.ak.us/consumer
w: www.law.state.ak.us/department/civil/consumer/cpindex.html



Filing a Consumer Complaint against Alaska Native Art Fraud:
w: www.law.alaska.gov/department/civil/consumer/cp_complaint.html

From this link, search PDF fillable form called “standard consumer complaint form.”

Alaska State Council on the Arts
Community & Native Arts Program Director
Attn: Silver Hand Program and Permits, Fraud
161 Klevin Street, Suite 102
Anchorage, AK 99508
p: 907-269-6610
Toll free: 888-278-7424

Federal Anti-Fraud Agencies

U.S. Federal Trade Commission (Western States Region)
Regional Director
915 Second Avenue, Suite 2896
Seattle, WA 98174
p: (206) 220-4480
w: www.ftc.gov
w: www.ftc.gov/alaska

Complaint form:
[www.rn.ftc.gov/pls/dod/wsolcq\\$.startup?Z_ORG_CODE=PU01](http://www.rn.ftc.gov/pls/dod/wsolcq$.startup?Z_ORG_CODE=PU01)

U.S. Department of the Interior Indian Arts and Crafts Board
1849 C. Street N.W.
MS 2528-MIB
Washington, DC 20240
p: (202) 208-3773
w: www.doi.gov/iacb/

To file a complaint go to www.iacb.doi.gov/file.html and select “To Report a Violation” on the menu to the left or 1-888-ART-FAKE to report counterfeit art.

FORMS

FORMS

ARTWORK SERVICES AGREEMENT

This Artwork Services Agreement (the "agreement") is made between _____ ("company"), and _____ ("artist").

Services

The artist agrees to perform the following services: Design and create the following artwork ("art") entitled, _____

The artist shall complete the art by (dd/mm/yr): _____

The artist shall provide the company with _____ (weekly, monthly, bi-monthly) progress reports on the development of the art.

Payment to Artist

The company agrees to pay the artist \$_____ for performance of the art services and completion of the agreed upon art described above.

Rights

The artist retains all copyright to any and all components of the artwork including but not limited to preparatory design work, concept drawings, design drafts, maquettes (scale models), images of work taken by the artist, and the final completed piece of artwork executed by the artist. No assignment of copyrights will be afforded to the company. The artist retains the right to display images of the work as any part of artist's portfolio and marketing materials. The artist retains the right to produce new works derivative of this work or to reproduce this artwork without limitation.

Expenses

The company agrees to reimburse the artist for all reasonable production expenses incurred in the production of the art work including raw materials, photography, design and drafting supplies, and other directly related costs. The artist shall itemize these expenses on an invoice and include expense receipts. Expenses exceeding \$_____ must be approved by the company in advance of expenditure.

Credit

Reproductions of any kind of the artist's work must be approved and written into contract in advance. The artist will be given credit for artwork as follows: _____

Artist Warranties

The artist is the owner of all rights to the art and warrants that the art does not violate any laws nor infringe upon the intellectual property rights or copyright of any other artist, individual, organization, or agency.

Entire Agreement

This contract represents the entire agreement between the artist and the company. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings or contracts.

Modifications and amendments to this agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

Notices

Any required or permitted notice or communication under this agreement shall be sufficient when received by certified mail.

Governing Law

This agreement will be governed and bound by the laws of the State of Alaska.

Waiver

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

Severability

If a court finds any provision of this agreement invalid or unenforceable, the remainder of this agreement will be interpreted so as to best carry out the parties' mutually agreed upon intent.

Attachments and Exhibits

The parties agree and acknowledge that all attachments, exhibits and schedules referred to in this agreement are incorporated in this agreement by reference.

No Agency

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

Attorney Fees and Expenses

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney fees incurred in enforcing this agreement.

Jurisdiction

The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Alaska, in any action arising out of or relating to this agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

Arbitration

Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in Alaska, in accordance with State of Alaska law. Judgment upon the award rendered by the arbitrator(s) may be entered in any State of Alaska court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorney's fees incurred in enforcing this agreement.

Signatures

Each party represents and warrants that on this date, _____
they are duly authorized to bind their respective principals by their
signatures below.

Company: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

Artist: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

ARTIST BASIC COPYRIGHT AGREEMENT

I, _____ ("artist"), am the original creator and owner of the work entitled, _____ (the "art-work") and described as follows: _____

_____.

I retain sole and total rights, title and interest to the copyright of this artwork, including all renewals and extensions of the copyright that may be secured under the laws of the United States of America and any other countries, as such are currently or may be later in effect.

This artwork may not be reproduced in any manner by any other individual without the express written permission of the artist.

Artist: _____

Signature: _____

Printed Name: _____

Company Name: _____

Date: _____

Address: _____

COMMISSION AGREEMENT

Job Number: _____

Job description ("artwork"): _____

Buyer ("buyer"): _____

Artist ("artist"): _____

Delivery date/s: _____

Price: _____

Payment

The buyer shall pay the artist according to the following schedule:

A nonrefundable amount of \$_____ upon signing this agreement and the remaining balance of \$_____, upon receipt of the artwork.

Payment must be submitted in full within (____) days of signing this agreement.

Additional Expenses

The artist shall be remunerated for the following agreed upon expenses: _____

The buyer shall also pay all applicable sales taxes due on this assignment.

Credit

All publications or displays of the artwork by buyer shall contain the following credit statement: _____

Termination or Cancellation

In the event this agreement is canceled by the buyer for any reason other than the artist's breach of this agreement or inability to complete the work as agreed upon, the buyer shall pay to the artist a cancellation fee of \$_____ and an additional fee for to date production expenses incurred by the artist. In the event of termination by the buyer, the artist shall retain all works in progress and any payments already made.

Liability

Neither party shall be liable for incidental or consequential damages, nor for any claims in tort (or for punitive damages) which may arise from any breach of this agreement or any obligation under this agreement.

Reservation of Rights and Ownership of Original

The artist retains copyright and all other intellectual property rights to all artwork furnished under this agreement.

No Destruction or Alteration

The buyer agrees not to intentionally destroy or modify the artwork.

Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

Notices

Any required or permitted notice or communication under this agreement shall be sufficient when received by certified mail.

Governing Law

This agreement will be governed by the laws of the State of Alaska.

Waiver

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

Severability

If a court finds any provision of this agreement invalid or unenforceable, the remainder of this agreement will be interpreted so as to best carry out the parties' mutually agreed upon intent.

Attachments and Exhibits

The parties agree and acknowledge that all attachments, exhibits and schedules referred to in this agreement are incorporated in this agreement by reference.

No Agency

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

Attorney Fees and Expenses

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney fees incurred in enforcing this Agreement.

Jurisdiction

The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Alaska, in any action arising out of or relating to this agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

Arbitration

Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in Alaska, in accordance with State of Alaska law. Judgment upon the award rendered by the arbitrator(s) may be entered in any State of Alaska court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorney's fees incurred in enforcing this agreement.

Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Buyer: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

Artist: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

CONSIGNMENT AGREEMENT

_____ (“artist”) is the owner of the original works and accompanying rights in the works listed in Attachment A (referred to as the “works”).

The artist desires to have _____ (the “gallery”) located at _____ represent artist with regard to the exhibition and sale of the works.

The parties may revise the list of works specified in the Inventory listing and such revisions, if executed by both parties, shall be incorporated in this agreement.

Appointment of Gallery and Agency Relationship

The artist appoints the gallery as the [select one]:

Exclusive agent for the sale and exhibition of the works in _____ (the gallery)

Nonexclusive agent.

In either appointment, the gallery shall use its best efforts to promote and sell the works and shall provide full attribution of the works to the artist.

Fees and Payments

The gallery shall sell the works at the retail prices established by artist in this agreement. All income paid as a result of the sale of any works by the gallery shall be paid directly to the gallery. The gallery shall then issue payment to the artist within ____ days of the gallery’s receipt of such income along with any accountings, including identifying inventory numbers.

The gallery shall receive a commission of _____ % of any sales income for the sales of works.

The gallery shall keep accurate books covering all transactions relating to the works, and the artist or artist’s authorized representatives shall have the right, upon five days’ prior written notice and during normal

business hours, to inspect and audit the gallery's records relating to the works. No payments may be made on credit or approval without the prior written permission of the artist.

The gallery shall provide the artist with the name and contact information of purchasers of the works.

Discounts [select one]

The gallery will obtain the artist's approval before changing retail prices or offering the works at discount.

The gallery may offer discounts to selected customers up to ___% and the gallery and the artist will split the discount equally, provided that the artist does not receive less than ___% of the sale price.

Custom Order Commissions [select one]

In the event a custom order is requested by a customer as a result of seeing the exhibition of the artist's work at the gallery, the gallery is entitled to and shall receive a commission of ___% from this sales income.

The gallery shall not be entitled to any commission on custom orders resulting from exhibition.

Shipping [select one]

Costs for shipping shall be as follows: _____

Shipping costs:

- (a) From artist to gallery shall be paid by artist
- (b) From gallery to artist shall be paid by gallery
- (c) from gallery to anywhere other than artist (e.g. to customers) shall be paid by gallery

Shipping costs shall be as set forth in Attachment B.

Insurance

The gallery shall maintain adequate insurance for the wholesale value of the works (the retail price minus potential commission) and shall pay all deductibles.

Termination

This agreement may be terminated at any time on or after _____ at the discretion of either the artist or the gallery. This agreement shall automatically terminate upon the artist's death or if the gallery becomes insolvent, declares bankruptcy or moves from the state of Alaska. In the event of the later termination, all works in the gallery's possession shall be promptly returned to the artist at the gallery's expense.

Ownership: Loss or Damage and Security Interest

The gallery agrees and acknowledges that the delivery of the works to the gallery is a consignment and not a sale of the works to the gallery. As the artist's agent, the gallery shall have a duty to protect the works and shall be strictly liable for any damage to the works once in the gallery's possession and until returned to the artist. If the works are destroyed while within the gallery's possession, the gallery shall pay the artist the full value as established by the retail price. The artist shall retain full title to all the works consigned to the gallery and shall in no event be subject to claims by creditors of the gallery. Title of the works shall pass directly from the artist to the purchaser, and, in the event of default or breach by the gallery, the artist shall have all rights of a secured party under the Uniform Commercial Code and the gallery agrees to execute all forms necessary to perfect such interest.

Posting Consignment Notice

The gallery agrees to prominently post the following notice in its gallery: "Works of art in this gallery are sold under the terms of a consignment agreement."

Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

Notices

Any required or permitted notice or communication under this agreement shall be sufficient when received by certified mail.

Governing Law

This agreement will be governed by the laws of the State of Alaska.

Waiver

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

Severability

If a court finds any provision of this agreement invalid or unenforceable, the remainder of this agreement will be interpreted so as to best carry out the parties' mutually agreed upon intent.

Attachments & Exhibits

The parties agree and acknowledge that all attachments, exhibits and schedules referred to in this agreement are incorporated in this agreement by reference.

No Agency

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

Attorney Fees and Expenses

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney fees incurred in enforcing this agreement.

Jurisdiction

The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Alaska, in any action arising out of or relating to this agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

Arbitration

Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in Alaska, in accordance with State of Alaska law. Judgment upon the award rendered by the arbitrator(s) may be entered in any State of Alaska court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorney’s fees incurred in enforcing this agreement.

Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Gallery: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

Artist: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

ART PURCHASE AGREEMENT

Date:

Artist name:

Artist address:

Title of artwork:

Contract number:

Medium:

Total Purchase Price:

Dimensions of artwork:

_____ (purchaser) and
_____ (artist) the creator of the
following listed work of art, or his or her heirs, as a condition of the
sale of this work hereby agrees to the following for the duration of
copyright coverage AS 44.27.060(c)(1). The artist keeps copyright,
with the purchaser granted permission for the use of the artwork as
outlined below.

The work may be publicly displayed at any site considered
appropriate by the purchaser.

Derivative expressions of the work of art limited to photographs
for documentary and archival purposes and for publication in
articles of information about the purchaser, the work of art and
the artist, may be made and distributed by the purchaser. This
includes publication in both public and private sector (for profit
as well as not-for-profit) publications, electronic publication on
a website, but may not include reproduction for profit-making
undertakings such as postcards, posters, etc. The artist shall
be credited in all publications created and distributed by the
purchaser, but will not be paid an additional fee for their use.

Should the work require any curatorial assistance beyond routine
maintenance, the artist has first right of refusal to be contracted
for the work. Notification will be sent to the artist's last address on
file at the purchaser's office.

Due to conditions under which the purchaser displays and ships
its collection, the purchaser has the right to remove this work
of art when it has, in the judgment of the purchaser, undergone

environmental or other damage that it is no longer representative of the work of the Artist or is no longer suitable for public display. The artist has the right to request such removal, but the request must be in writing. The purchaser's decision will be final.

The artist retains all other rights not addressed in this agreement unless transferred by written agreement.

The signing of this contract letter constitutes the agreement with the provisions listed above.

Agreed:

Purchaser

Purchaser signature

Date

Artist

Artist signature

Date

Attachment A

Title of Work	Inventory No./Description	Retail Price
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Gallery: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

Artist: _____

Signature: _____

Printed Name: _____

Company title: _____

Date: _____

Address: _____

Attachment B
Gallery Expense Form

The gallery shall pay expenses as listed in this Attachment B. In the event that an expense shall be shared between the artist and the gallery, the relative percentage of the gallery's payment shall be set forth below, and the artist shall be responsible for the remainder. For any shared expenses, the gallery shall provide an estimate of the expense and, in the event the actual amount of the expense exceeds the estimate, the gallery shall pay the difference. The gallery shall furnish the artist with ten copies of catalog.

Expense	% paid by Gallery	Estimate	Deductible by Gallery (yes/no)
Mailing			
Advertising			
Opening			
Display			
Installation			
Catalog			
Photography			
Shipping to purchaser			
Shipping to artist			
Other _____			

SPECIAL THANKS AND ACKNOWLEDGEMENTS

SPECIAL THANKS AND ACKNOWLEDGEMENTS

Very special thanks to our partner, The CIRI Foundation, who helped spark the development of this workbook. Their mutual commitment and financial investment made this possible.

Thanks to ASCA's Alaska Native Arts Advisory Committee members, who help us shape agency policy and guide Alaska's Native creative leadership development. Their guidance on the most effective ways to serve the needs of Alaska Native artists and communities has been invaluable.

We are grateful to Alaska Native artist, state treasure and legend, Ron Senungetuk, whose work embodies a lifelong devotion to creative practice and cultural exploration. Ron graciously contributed the image of his work, *Old Bering Sea*, for this publication's cover.

Helena Jacobs of Benozadleyo Consulting applied her masterful research and editing skills to construct the workbook. Holly Nordlum of Naniq Design elevated the publication through her graphic design work and layout.

Finally, we want to thank and acknowledge every single Alaska Native artist and community member who strives daily to create a robust creative ecosystem in which all of us may thrive.

ALASKA STATE COUNCIL ON THE ARTS ALASKA NATIVE ARTS ADVISORY COMMITTEE

Jonella Larson White, Chair

Roy Steven Agloinga

Dixie Alexander

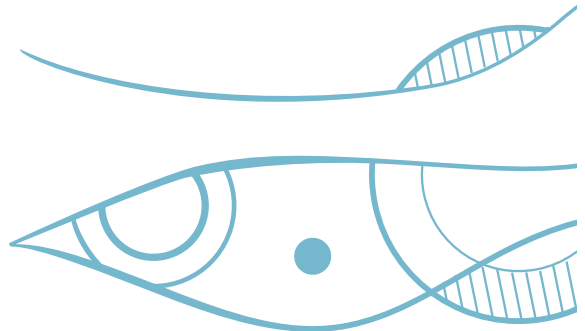
Annette Evans Smith

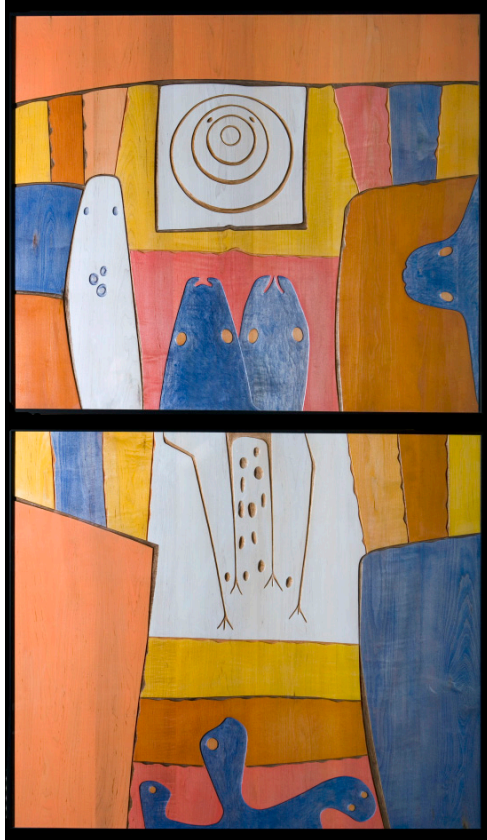
Dr. Sven Haakanson, PhD.

Dr. Theresa Arevgaq John, PhD

Da-ka-xeen Mehner

Dr. Teri Rofkar, PhD.





COVER:

"Old Bering Sea" by Ron Senungetuk, 2002.
Carved wood panel diptych
Property of the State of Alaska Public Art
Collection, on permanent display at the
Ted Stevens Anchorage International
Airport, south terminal, mezzanine level.

Photo credit: Chris Arend

