

The Artisan Depot Gallery Consignment Agreement

Please note that this agreement does not represent a binding contract, rather signing this agreement indicates that you are aware of the procedures and policies of the gallery and that you are willing to comply with those procedures and policies.

The Artisan Depot Gallery Consignment Agreement

Artist is a current member of the Artisan Depot Gallery, and has created and rightfully owns the artwork listed in their Inventory of Consigned Artwork, and desires to exhibit and sell the same. To become a current member the Artist must be current in their dues and have been juried into the gallery.

Jurying for prospective members takes place on the first Tuesday of each month at the monthly Gallery Meeting. Voting will take place by members present. On the week prior to the Gallery Meeting artist must bring in 3-5 pieces representative of the work they wish to display in the gallery. Work will be left in the storage room with name, address and phone number of the artist. Artist should provide a list and descriptions of items brought in for jurying. Artist may not be present at jurying but may provide information about themselves and their work if they wish. Worker accepting work must contact or leave message for Gallery Coordinator that there is a prospective member. Artist may only display work in the media for which they have been juried. A designated member will notify artist of acceptance, acceptance with provisions or decline into the gallery. Artist will then sign this letter of agreement and provide a short biography of a maximum of 250 words.

The Artisan Depot **Gallery** is owned and operated by the Franklin County Arts Guild, a non-profit organization which, as part of its scope, is engaged in exhibition, display, public distribution and sale of artwork and desires to represent and assist artists under the terms of this Agreement; and **Sale** is the negotiation for purchase of a work of art on exhibit and the exchange of consideration; therefore, the parties agree as follows:

Definition of Consigned Artwork:

The artist agrees to maintain quality of work submitted to the gallery. Only **original** artwork (includes photography and digital art) properly framed with a wire hanging system will be hung in the gallery. Generally, giclees and prints will not be hung. Print bins owned by the Art Center will generally accommodate no more than six (6) matted and/or shrink-wrapped prints per artist. Framed Photography and Digital Art will be considered original artwork. Additional matted and/or shrink-wrapped prints in bins of individual artists will be accommodated as space allows. The Gallery Coordinator and hanging and display coordinators have the discretion of not accepting work that is considered inconsistent with previously juried work. Such decisions must be brought to the attention of the gallery membership at a meeting.

Scope of Agency. Artist appoints and establishes Gallery as agent for the purpose of exhibition, display, and sale of the consigned artwork listed in their Inventory of Consigned Artwork. **Gallery reserves the right to exhibit, display and sell consigned artwork in any of its elected venues.** This agency shall cover only artwork submitted by the Artist and listed in their Inventory of Consigned Artwork while this Agreement is in force.

- *Consignment of Inventory.** Artist consigns to the Gallery, and the Gallery accepts on consignment, all artwork listed in artist's Inventory of Consigned Artwork, for the full term of this Agreement. All modifications or additions to this agreement shall be in writing, signed by both parties, and attached to this Agreement. Artists with hanging art will be assigned a specific numbered space and will be responsible for hanging their work in this space in an artful manner. In order to allow all artists to have access to quality spaces, artists will rotate to a new consecutive space every two months. This also changes the "look" of the gallery frequently. Other All artists are responsible for maintaining a current numbered inventory list of all items (hanging or otherwise) in the gallery using the standard form. The list will be kept in the Inventory Book organized by artist. Items must include Artist name, each item number, description, price and date brought into gallery. Volunteer workers will make every effort to record date of sale on inventory sheets when sales are made. However, the Artist is ultimately responsible for keeping track of their own inventory. Artist may remove items from their space and must remove the item the inventory list.
- Hanging pieces shall be 'ready to hang' upon delivery (i.e., pieces must have wire hanger attached. No other type of hanging system will be accepted). Practices related to work in gallery include:
 - All wall art must have a hanging wire attached.
 - Paper art when applicable should be framed with glass
 - Generally all acrylic and oil paintings should be framed. Canvas does not require framing, but sides must be painted (best practice).
 - Multimedia works, including crafts, not framed, should be presented in a professional manner.
 - Each piece of art needs to have a label with: number, name of art work, media, artist, artist code and price. Preprinted labels are available.

- Under most circumstances artist will place work in the gallery in a specific designated space.
- Crafts and multiples need to be checked on and displays refreshed every three months.
- Artists are encouraged to replace any pieces sold.
- Gallery will generally not accept artwork 'not for sale' or 'previously sold' under this Agreement. This practice does not apply to Member Shows which are at the discretion of the member artist.

Artist and Gallery agree that specific **referrals** to Artist which result in a future sale of a specific commissioned or noncommissioned piece shall be handled through the Gallery (i.e., Gallery shall make contact between Artist and patron, actual sale of piece shall be made through the Gallery, and standard Gallery commission shall apply).

Artist shall not remove artwork specifically consigned to Gallery for exhibit or sell any at any other location unless they have spoken with the floor and/or hanging supervisor. This provision is made to assure that the gallery is able to maintain work arrangements that don't have blank spaces, thus harming the overall visual presentation of the work in the gallery. Artist and Gallery specifically agree that Artist shall be free to exhibit and sell any artwork not consigned to Gallery.

3. **Pricing, Commissions and Fees.** Artist will price all items and assure that all items are marked with price, title or description, item number, and artist name and code as found on inventory consignment list. Gallery shall sell the consigned artwork at the retail price specified by the Artist in their Inventory of Consigned Artwork. Artist is responsible for setting the retail price specified in their Inventory of Consigned Artwork. Gallery will not adjust Artist's retail price for any reason. **Gallery and Artist agree that the Gallery's commission shall be based on the commissioned scale set by the Gallery on all consigned artwork.** No artist may put their work on "sale" in the gallery. Artist may not reduce price on their items by marking through price. They may change the price by relabeling their work. All changes must be recorded in the inventory list.

Payment: Gallery shall provide payment to the Artist for all proceeds due the Artist within thirty (30) days of the last day of the month after the one in which a piece of consigned artwork was sold. Artist is responsible for checking and picking up said payment from the Gallery.

Current Commission Scale: All gallery artists are encouraged to be guild members

- 25% for artists who work in the gallery at least 6 days a year (or who works at least 30 hours on at least 4 occasions that directly benefit sales in the gallery as determined by the gallery coordinator, scheduler, and supervisors (hanging and floor))
- 35% for artists who are current paid members of the Guild
- Note that commissions are subject to change by gallery vote.
- Note that occasionally it may be necessary for the gallery to require a "space" fee of artists. This fee will only be charged if the gallery cannot pay its contracted obligations which are necessary to keep the gallery open.

4. Transportation of Artwork. Artist shall be solely responsible for delivering the consigned artwork to Gallery at the above address. Upon expiration or termination of this Agreement, Artist shall be solely responsible for picking up any unsold consigned artwork at the Gallery at the above address. Artist shall be solely responsible for all arrangements and shipping expenses (including, but not limited to, packing and shipping charges, insurance costs, and other handling expenses) that may be necessary throughout the duration of this Agreement. **Please note: The Artisan Depot Gallery will not store nor take responsibility for any boxes and/or packing materials used to deliver consigned artwork. Those items must be unpacked and removed by the artist.**

5. Records. Guild and Gallery shall maintain accurate payment records of consigned artwork by Artist. Gallery agrees that Artist has the right to review Records of their consigned artwork at the Gallery at any time. For each artwork sold or unsold the Artist is responsible for keeping and maintaining accurate records of their Inventory of Consigned Artwork. For one-of-a-kind artwork with a retail price of \$1,000 or more, Gallery will furnish the name, mailing address, and telephone number of the client/collector who purchases the artwork, if the client/collector has agreed to share this information.

6. Title/Copyright. Artist warrants and represents that he/she created the artwork, and possess unencumbered title and full copyright to each and all artwork consigned to Gallery under this Agreement. Artist reserves all title and copyrights to the artwork except as noted in writing to the contrary. Gallery may arrange to have the artwork photographed for catalogues, brochures, advertisements and other promotional literature. Gallery shall take all steps necessary to insure that the Artist's copyright in the consigned artwork is protected in the Artist's name.

7. Insurance. Gallery shall not be responsible for theft, loss, fire or destruction of any kind to any and all consigned artwork, storage crates, or other related items (displays, baskets, boxes, etc.) however caused throughout the duration of this Agreement.

8. Promotion. Gallery agrees to display the consigned artwork within the limits of its available space(s) and the commitments for other exhibits which it may have from time to time. Gallery agrees to make all reasonable and good faith efforts to promote, display and sell consigned artwork.

9. Abandonment. Artist agrees that if membership in the Artisan Depot Gallery defaults to inactive status during the term of this Agreement, all unsold consigned artwork shall be considered abandoned and immediately become the property of the Gallery after **180** days. Artist shall have no further rights to abandoned artwork or payment for any abandoned artwork subsequently sold by Gallery. Gallery agrees to treat abandoned artwork as a tax-deductible donation and will submit to Artist any standard acknowledgement of such donation as deemed appropriate through their normal business practices upon request.

10. Miscellaneous. All modifications, deletions, and/or additions to this Agreement must be in writing, signed by both parties, and attached to this Agreement. This Agreement constitutes the entire understanding between the parties hereto. This agreement will be in effect until such time as the Artist removes or abandons work at the gallery. If the artist wishes to rejoin the gallery and/or guild and display work in the gallery a new agreement and jury must take place.

Please fill out and return this page and return to gallery

This Agreement is made by and between:

Artist: Name _____

Address _____

City, State, Zip _____

Phone (include area code) _____

Fax (include area code) (if any) _-----

Email Address (if any) _____

Website Address (if any) _____

And Gallery: Artisan Depot Gallery operated by the Franklin County Arts Guild

204 E. Cumberland St.

PO Box 545

Cowan, Tn. 37318

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date below:

Artist:

(please print) _____ (Date) _____
(Name)

(please sign) _____

The Artisan Depot Authorized Signature:

(please sign): _____ (Date) _____