

# Art on Main

A non-profit community-based cooperative art & craft gallery

♦ 25 Main Street, Bristol VT 05443 ♦ 802-453-4032 ♦ www.artonmain.net ♦

## Consignment Agreement March 15, 2007 – March 14, 2008

*The following agreement covers juried work accepted by Art on Main for sale by consignment.*

Name: \_\_\_\_\_ Artist Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (hm) \_\_\_\_\_ (wk) \_\_\_\_\_ Email: \_\_\_\_\_

*Exhibitor Fee is paid annually by March 15 (will be prorated for exhibitors who do not sign up in March):*

Date Paid: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

## Terms of Consignment

### Prices and Packaging:

Retail prices are determined by the artist with advice available from Art on Main (AOM). The exhibitor provides any specialized packaging necessary for the sale of their art. We provide bags and boxes for shipping and sales in general.

### Backstock/Overstock:

There is room for a small amount of backstock and AOM reserves the right to rotate stock in and out of the gallery. Each artist is required to inventory all stock given to the store, regardless if it is in backstock or in the gallery.

### Hand Delivery of Inventory:

1. Contact AOM and set an appointment with the manager for delivery of art work. Work will be displayed only by authorized staff who will work with the artist.
2. Bring two copies of your completed inventory list already filled out at the time of delivery. The artist may print the form off AOM's website [www.artonmain.net](http://www.artonmain.net). or a copy of the inventory form may be sent to the artist.
3. Label each item appropriately with your exhibitor number (assigned by AOM), distinct item number and code and retail price (see example on inventory sheet). Each label must correspond with the code given by you on your inventory form. Any items not accompanied by an inventory sheet or not properly labeled are not guaranteed of being put on display. A \$25 fee may be assessed the artist for each shipment not properly labeled or inventoried.
4. Items must be clean and ready to sell, including any specialized packaging. AOM reserves the right to refuse to accept or display any work that is defective or of poor quality.
5. Give any shipping instructions and special shipping materials for large work.

### Shipment of Inventory:

An exhibitor may prefer to mail small light-weight inventory to AOM. In this case, the manager must be notified in advance of shipping.

1. Notify AOM about your intentions to ship and receive confirmation.
2. Properly package the art for shipment.
3. Labels with Exhibitor number (supplied by AOM), item number, and price are required on each item. AOM reserves the right to refuse work not properly labeled. A properly completed inventory form MUST accompany your shipment. (see item 3 under hand delivery above).
4. Exhibitor must affix correct postage. AOM will not accept packages with postage due.
5. Exhibitor must supply postage for return shipment of inventory back to exhibitor.

**Display:**

AOM will display the work of exhibitors to the best of its ability. AOM reserves the right to exhibit work at its discretion. Work that is dissimilar to that which was originally juried, either in content or in medium, must have approval. AOM welcomes display suggestions and fixtures, but reserves the right to determine what will work best in the gallery. Work will be displayed only by authorized staff. The artist may display only work that has been created by them and may not represent any other individual's work under their contract.

**Review and Release:**

Each exhibitor is guaranteed display in the gallery of work that is juried through the end of this contract term. At the end of each contract term, AOM and its Review Committee will review all work for quality and marketability at which time AOM reserves the right to release the exhibitor from renewal of their contract for any reason.

**Restocking:**

Exhibitors need to bring new items to the gallery for display on a regular basis, ideally at least quarterly. If work is significantly different, it must be juried. If it is similar in quality to work already juried and on display, an artist may rotate their work as often as they like. The gallery will notify exhibitors when their inventory needs to be replenished.

**Payment:**

*Artists whose work sold will be paid once monthly for amounts above \$10. If under \$10, amounts will be accumulated until that threshold is reached and paid in the following month. Checks are available for pick up from the gallery on the 10<sup>th</sup> of each month. You are encouraged to drop by between the 10<sup>th</sup> and the 15<sup>th</sup> to pick up your check. You may call or e-mail to find out if you'll be receiving a check. Checks not picked up will be mailed on the 15<sup>th</sup> of each month. Each check is accompanied with a list of goods sold. AOM does its best to have the correct amount sent to each exhibitor. Sometimes, errors do occur. If you feel that there has been an error, please contact the gallery right away. It is the exhibitor's responsibility to notify AOM of any changes to address, phone or e-mail information— lack of notification will delay payment.*

**Returns:**

As a general rule, AOM permits customers to return unused purchased items, when accompanied by a receipt, within 14 days of date of purchase for store credit or exchange only.

**Fee Structure****Working members**

Working members pay an annual exhibitors fee of \$40 (\$25 for musicians), including Art on Main membership (see below). Such members must volunteer to work in the gallery (or on outside assignments where approved by the manager; providing live music for an event in the Gallery qualifies for musicians) for one sales shift of approximately 4 to 5 hours for each month from January through November and two shifts of approximately 4 hours each during December. They will retain 70% of the retail price of their items during months in which they have performed their volunteer service, Art on Main retaining 30%. For any months in which they do not perform volunteer work, they will retain 55% of the retail price of items sold that month, Art on Main retaining 45%.

**Non-Working Members**

Non-working members may choose to pay an annual exhibitors fee of \$40 (\$25 for musicians), including Art on Main membership (see below) and retain 55% of the retail price of all their items sold, AOM retaining 45%, **OR** they can pay an annual fee of \$60 (\$30 for musicians), including Art on Main membership, and retain 60% of the retail price of their items sold, AOM retaining 40%.

**Art on Main Membership**, with specific membership benefits in the form of discounts offered by local businesses, was introduced in 2006 as a way for community members to support the work of the Gallery. The same membership benefits are provided to exhibitors at no extra cost, the basic membership fee (\$25) being incorporated into the pre-existing exhibitor fee structure. Membership cards and a list of participating businesses will be distributed to exhibitors once we have negotiated the necessary agreements.

## Exhibitor Contract

Please indicate your preference:

\_\_\_\_\_ **Working Member at \$25 annual musician/membership fee.** As a working member you agree to work in the gallery on a monthly basis and receive the commission split as outlined above. If you would like to work other than in the sales gallery, such as providing live music for an event, please contact the manager for assignments and identify your area of interest below.

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\_\_\_\_\_ **Non-Working Member at \$25 annual musician/membership fee.** You agree to a commission split in which you retain 55% of the retail price of items sold, AOM retaining 45%.

\_\_\_\_\_ **Non-Working Member at \$30 annual musician/membership fee.** You agree to a commission split in which you retain 60% of the retail price of items sold, AOM retaining 40%.

**Special sales:** AOM retains the right to hold special in-store sales and promotions from time to time. The contract you select will apply to all items sold during these sales. You will be advised in advance of such sales.

### Referrals:

Referrals are a direct result of having work displayed at AOM. A 10% commission is due AOM from the exhibitor when a sale is made through a referral provided by AOM. The exhibitor takes the order directly from the customer and assumes full responsibility for the transaction and sales tax. We depend on the integrity of each exhibitor to determine if a referral is due to AOM and to send the payment in promptly.

### Disclaimer:

AOM will do everything possible within reason to ensure the safety of art work. However, in the event of loss or accidental damage, we cannot guarantee compensation. We do not compensate payment of items damaged during shipping. AOM is not responsible for any damage due to faulty workmanship. In the event of damage due to a customer, employee or volunteer's action, we will, at our discretion, attempt to recover as much of the wholesale cost of the item as possible from the customer. Loss due to theft or disappearance will be shared by AOM equally with the exhibitor at 50/50 of the wholesale price, which price will be dependent on the exhibitor's working or non-working member status during the month the loss occurred. However, AOM will not be responsible for any apparent losses suffered by an exhibitor who delivers, removes and/or returns stock to AOM without going through the formal process of updating the exhibitor's written inventory as required by AOM's system and contract.

Signed by:

**Exhibitor** \_\_\_\_\_ **Date** \_\_\_\_\_

**Art on Main** \_\_\_\_\_ **Date** \_\_\_\_\_