

Art on Main

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

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

Musician Consignment Agreement April 1, 2012 – March 31, 2013

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

Name: _____ Artist Number: _____

Business Name, if applicable: _____

Address: _____ City: _____ ST: _____ Zip: _____

Phone: (hm) _____ (wk) _____ (cell) _____

Email: _____ website: _____

***Please make consignment checks payable to: _____

Exhibitor Fee is due annually by March 31 (will be prorated for exhibitors admitted later in the year):

Date Paid: _____ Amount Paid: _____ Paid by: _____

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. AoM provides bags and boxes for shipping and sales in general.

Hand Delivery of Inventory:

1. Contact AoM and **set an appointment with the manager** for delivery and check-in of work to ensure that discrepancies are avoided. Work will be displayed only by authorized staff who will work with the artist.
2. Bring a completed inventory form already filled out at the time of delivery. The form is available at AoM's website (www.artonmain.net/forms.html) 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 retail price (i.e., 005-LPA \$5). The code on each label **must** be written in this order and exactly match the code listed on your inventory form. Lack of inventory form, lack of proper code/price stickers, or discrepancies between the two will cause delays in display of your inventory. *If you have not labeled items ahead of time, please plan on spending the appropriate amount of time doing so in the gallery at the time of delivery.*
4. Items must be clean and ready to sell, including any specialized packaging. Framed artwork must have properly installed hanging hardware. AoM reserves the right to refuse any work that is defective, of poor quality, or not otherwise ready for sale.
5. Give any shipping instructions and special shipping materials for large work.

Shipment of Inventory:

An exhibitor may prefer to ship inventory. Please notify the manager in advance of shipping.

1. Notify AoM of your intentions to ship and receive confirmation.
2. Properly package the art for shipment.
3. Exhibitor must affix correct postage. AoM will not accept packages with postage due.
4. Label each item as indicated in (3) above. The manager will check-in work shipped upon arrival.
5. Items must be clean and ready to sell, as indicated in (4) above.
6. If inventory is to be returned via shipping, exhibitor must supply postage for return shipment.

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 significantly dissimilar to that which was originally juried, especially in a different medium, must be re-juried separately. 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 created by them and may not represent any other individual's work under their contract.

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 to ensure the most effective display at any given time. Each exhibitor is required to inventory all stock given to the store, regardless if it is in backstock or in the gallery.

Restocking:

Exhibitors are expected to bring new items to the gallery for display on a regular basis, ideally at least quarterly. An artist may choose to rotate their work as often as they like if it is similar in quality, style, and medium to work already juried. Work that is significantly dissimilar to that which was originally juried must be re-juried separately. The gallery will notify exhibitors when their inventory needs to be replenished.

Review and Release:

Each exhibitor is guaranteed display in the gallery through the end of this contract term. In January 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.

Payment:

Exhibitors whose work sells 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 in the gallery by the 10th of each month. Checks not picked up will be mailed on the 15th of each month. Each check is accompanied with a list of items 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 may delay payment.

Returns:

As a general rule, AoM permits customers to return unused purchased items, when accompanied by a receipt, within 30 days of date of purchase for store credit or exchange only.

Fee and Commission Structure**Annual Musician/Membership Fee**

All exhibiting musician members pay an annual fee of \$30. Art on Main Membership includes benefits in the form of discounts offered by local businesses, free gift wrapping of any purchases made in the gallery, and occasional 10% gallery discount periods. Membership cards and a list of participating businesses will be distributed to exhibitors after April 1. Late payment of the annual fee may result in an exhibitor's work being pulled from display and/or payments for work sold being withheld as payment.

Working Members

Working members work in the sales gallery (or on other assignments as approved by the manager) for one shift of approximately 4 hours each month January through November and two shifts of approximately 4 hours each in December. Working members retain 70% of the retail price of items sold during months in which they have fulfilled their working hours, Art on Main retaining 30%. For any months in which they do not work, they will retain 60% of the retail price of items sold that month, Art on Main retaining 40%. In addition to the membership benefits above, working members are also entitled to a 10% discount on purchases in the gallery year-round.

Non-Working Members

Non-working members retain 60% of the retail price of their items sold, AOM retaining 40%.

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Musician Contract April 1, 2012 - March 31, 2013

Please indicate your preference:

_____ **Working Member at \$30 annual exhibitor/membership fee.** As a working member you agree to work in the gallery on a monthly basis and retain 70% of the retail price of items sold, AOM retaining 30%. If you would like to work other than in the gallery, please contact the manager for assignments and identify your area of interest below.

_____ **Non-Working Member at \$30 annual exhibitor/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 payment promptly.

Disclaimer:

AoM will do everything possible within reason to ensure the safety of artwork. However, in the event of loss or accidental damage, we cannot guarantee compensation. We do not compensate payment of items damaged during shipping from the artist. 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 inventory check-in as required by AoM's system and contract.

Signed by:

Exhibitor _____ **Date** _____

Art on Main _____ **Date** _____