



Artist Exhibit Application – The Lobby Gallery

Please complete the following application:

Artist Name: _____

Address: _____

Contact Phone: _____

Email: _____

Website (if applicable): _____

Please provide a brief artist statement/biography.

Description of work you wish to exhibit. Please use separate sheets for additional pieces submitted.

- I have read and agree to abide by Gallery-Artist Consignment Agreement (attached). Please send your completed application; submission slides/photos; contact information; description of artwork, and brief artist statement to:

The Mayflower Arts Center
9 West Main Street
Troy, OH 45373
937.215.5257
MayflowerArtsCenter@gmail.com



Guidelines to Exhibit in The Lobby Gallery

1. The Mayflower Arts Center is a family-friendly gallery and studio. **Any/all artists and artworks are subject to Mayflower Arts Center's owner selection and approval.** We reserve the right to not accept works that include profanity, nudity, or sexuality.
2. Exhibit fee for The Lobby Gallery (Box Office level) is \$150 for 4 weeks, plus 30% commission on sales.
3. The Artist is solely responsible for the shipping of any/all work to and from the Mayflower Arts Center, including the arrangements and/or costs thereof.
4. The Mayflower Arts Center will collect any/all funds from sales, including the collection, handling, and reporting of sales tax) with said funds (less any negotiated commission) paid to the Artist within 30 days after the sale is complete. Installments will not be accepted on any purchases.
5. There is no cost to the Artist for cash or check sales, however, any sales via credit card will be less 1.375% to cover the one-half of the cost of the 2.75% per transaction fee.
6. The Mayflower Arts Center is responsible for the printing and display of the Artist information and artwork description. No artworks will be displayed for exhibit or sale without an artist statement and proper description(s) of the artwork(s).
7. These guidelines are a summary of the terms detailed in the Artist-Gallery Consignment Agreement. It is the responsibility of the Artist to read through the entire Agreement before signing.
8. These guidelines are subject to change without notice. For more information, contact the Mayflower Arts Center using the methods listed at the bottom of this page.



Gallery-Artist Consignment Agreement

GALLERY ("The Gallery"):

The Mayflower Arts Center
9 West Main Street
Troy, OH 45373
937.215.5257
MayflowerArtsCenter@gmail.com
www.MayflowerArtsCenter.com

ARTIST ("Artist"):

hereby enter into the following agreement of terms:

1. Agency; Purposes. The **Artist** appoints **The Gallery** as agent for the works of art ("**the Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale. This agreement applies only to works consigned under this **Agreement** and does not make **The Gallery** a general agent for any other works.

2. Consignment. The **Artist** hereby consigns to **The Gallery**, and **The Gallery** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** and **Inventory Tags** which is a part of this **Agreement**. Additional Inventory Sheets/Inventory Tags may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Inventory Sheets/Inventory Tags** shall be signed by **Artist** and **Gallery**.

3. Authority of Accepted Artist's Works. Works of art may be accepted for consignment only by or by any person designated by either of them in writing as authorized to accept works of art hereunder. **The Gallery** may reject artworks at the Owners discretion.

4. Warranty. The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

5. Duration of Exhibit/Consignment. The **Artist** and **The Gallery** agree that the term of exhibit/consignment for the **Artworks** is to be **4 weeks**, with the exhibit dates listed below, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the **Artist** requests the return of any or all of the **Artworks** or **The Gallery** requests that the **Artist** take back any or all of the **Artworks** with which request the other party shall comply within 30 days.

Exhibit Dates: _____

6. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from the **Artist** to **The Gallery**, and/or from **The Gallery** to the **Artist**, are the exclusive responsibility of the **Artist**.

7. Responsibility for Loss or Damage, Insurance Coverage. **The Gallery** shall be responsible for the reasonable safekeeping of all consigned **Artworks** while they are in its custody. The **Artist** shall be strictly liable for any loss or damage and/or any/all insurances of the aforementioned.

8. Fiduciary Responsibilities. Title to each of the **Artworks** remains in the **Artist** until the **Artist** has been paid the full amount owing him or her for the **Artworks**; title then passes directly to the purchaser. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. **The Gallery** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **The Gallery**.

9. Notice of Consignment. The Gallery shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

10. Removal from Gallery. The Gallery shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining written permission from the **Artist**.

11. Pricing; Gallery's Commission; Terms of Payment. The Gallery shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that the Gallery's commission is to be **30 percent** of the Retail Price of the **Artwork**. Any change in the Retail Price, or in the Gallery's commission, must be agreed to in advance by the **Artist** and the **Gallery**. Payment to the **Artist** shall be made by the **Gallery** within **30 days** after the date of the sale of any of the **Artworks**. The **Gallery** assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.

11b. Credit Card Transaction Fees. Currently, credit card fees are 2.75% per transaction and such fees will be split 50/50 by both **Gallery and Artist**. Accordingly, any sales made by credit card will be reflect 1.375% less on the **Artist's statement** to cover one-half of the cost of the credit card transaction fee. The **Gallery** assumes the remaining 1.375%.

12. Framing. Any/all framing of the **Artwork** are the exclusive responsibility of the **Artist**. Framing (or other presentations) of said **Artwork** are to be of a high standard. Substandard framing/presentation could be cause for **The Gallery** to reject/refuse said **Artwork**.

13. Promotion. The **Gallery** shall use its best efforts to promote the sale of the **Artworks**. The **Gallery** agrees to provide adequate display of the **Artworks**, and to undertake other promotional activities on the **Artist's** behalf. The **Gallery** shall identify clearly all **Artworks** with the **Artist's** name, and the **Artist's** name shall be included on the bill of sale of each of the **Artworks**. The **Gallery** and the **Artist** shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in **The Gallery's** exhibitions and other promotional activities undertaken on the **Artist's** behalf.

14. Reproduction. The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. The **Gallery** will be permitted to use the **Artworks** to be copied, photographed or reproduced for the purpose of promotion without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**. The **Gallery** shall include on each bill of sale of any **Artwork** the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the **Artist**."

15. Accounting. A statement of accounts for all sales of the **Artworks** shall be furnished by **The Gallery** to the **Artist** on the 15th of each month, with the payment of all funds due. The **Artist** shall have the right to inventory his or her **Artworks** in the gallery and to inspect any books and records pertaining to sales of the **Artworks**.

16. Termination of Agreement. Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either **the Gallery** or the **Artist**, by giving a fourteen (14) day written notification of termination from either party to the other. In the event of the **Artist's** death, the estate of the **Artist** shall have the right to terminate the **Agreement**. Within thirty days of the notification of termination, all accounts shall be settled and all unsold **Artworks** shall be returned by **The Gallery** (at the expense of the **Artist's** estate).

17. Procedures for Modification. Amendments to this **Agreement** must be signed by both **Artist** and **Gallery** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

18. Miscellany. This **Agreement** represents the entire agreement between the **Artist** and **The Gallery**. If any part of this **Agreement** is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this **Agreement** shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This **Agreement** shall not be assigned, nor shall it inure to the benefit of the successors of **The Gallery**, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

19. Choice of Law. This **Agreement** shall be governed by the law of the State of Ohio.

Consented and agreed to: **Artist**

ARTIST: _____
PRINTED NAME SIGNATURE DATE

Consented and agreed to: **The Gallery**

GALLERY: _____
PRINTED NAME SIGNATURE DATE



Artwork Inventory

GALLERY (“The Gallery”):

The Mayflower Arts Center
 9 West Main Street
 Troy, OH 45373
 937.215.5257
 MayflowerArtsCenter@gmail.com
 www.MayflowerArtsCenter.com

ARTIST (“Artist”):

The following Artwork(s) will be exhibited at The Mayflower Arts Center from _____
 to _____, as supported by **Gallery-Artist Consignment Agreement**.

Consignment Agreement Artworks List

	Title	Medium	Dimensions	Retail Price	Gallery Commission
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Consented and agreed to: **Artist**

ARTIST: _____
PRINTED NAME SIGNATURE DATE

Consented and agreed to: **The Gallery**

GALLERY: _____
PRINTED NAME SIGNATURE DATE



Inventory Tags

The following inventory tags **MUST** be completed by the **Artist** and attached to any/all **Artwork** prior to delivery of **The Gallery**.

Artist: _____	Artist: _____
Title: _____	Title: _____
Medium: _____	Medium: _____
Piece #: _____ Price: _____	Piece #: _____ Price: _____
Artist's Signature: _____	Artist's Signature: _____
Received: _____ Sold: _____	Received: _____ Sold: _____
Artist: _____	Artist: _____
Title: _____	Title: _____
Medium: _____	Medium: _____
Piece #: _____ Price: _____	Piece #: _____ Price: _____
Artist's Signature: _____	Artist's Signature: _____
Received: _____ Sold: _____	Received: _____ Sold: _____
Artist: _____	Artist: _____
Title: _____	Title: _____
Medium: _____	Medium: _____
Piece #: _____ Price: _____	Piece #: _____ Price: _____
Artist's Signature: _____	Artist's Signature: _____
Received: _____ Sold: _____	Received: _____ Sold: _____