



## Guidelines to Consign in Artist's Den 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 space in the Artist's Den Gallery (upstairs) requires a \$35 non-refundable exhibit fee, plus 40% commission on sales. The term for consignment is for 4 weeks.
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 Artist agrees to not have the same Artwork represented in other venues (including but not limited to Etsy.com, FineArtAmerica.com, etc.) during the duration of the exhibit. If the Artwork sells through another venue during the course of the exhibit, the Artist agrees to pay the Mayflower Arts Center 40% commission on the sale.
5. The Artist agrees to provide replacement work for any/all sold artwork during the consignment term, whereas to not create any empty exhibit space during the term of the contract.
6. 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.
7. The Mayflower Arts Center reserves the right to remove any artist for any reason, including but not limited to, lack of sales, to make room for new work. If applicable, the Mayflower Arts Center will refund any/all pre-paid rental fees.
8. 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).
9. 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.
10. 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 Consignment.** The **Artist** and **The Gallery** agree that the term of consignment for the **Artworks** is to be **4 consecutive weeks**, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall continue at a weekly rate of \$10 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.

**5b. Continued Consignment After Initial Term.** If the **Client** would like to continue to exhibit/consign beyond the initial 4-week term, the contract is renewable for subsequent 4-week terms at a rate of \$35/4-weeks. If **The Client** does not notify **The Gallery** of continued consignment within 5 business days before the conclusion of the current term, the **Artwork** will automatically be consigned for an additional 4-week term and the **Client** will be billed at a rate of \$35 for the renewed term. Payment is due at the beginning of each new term. All commissions and terms of payment remain in effect throughout the duration of the consignment.

**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 40 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.

**12. Representation.** Through this agreement, The Gallery assumes sole representation of the original Artwork (prints excluded). As such, the Artist agrees to not have the same Artwork represented in other venues (including but not limited to Etsy.com, FineArtAmerica.com, etc.) during the duration of the consignment. If the Artwork sells through another venue during the course of the consignment, the Artist agrees to pay the Mayflower Arts Center 30% commission on the sale.

**13. 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.

**14. 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.

**15. 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."

**16. 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.

**17. 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).

**18. 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.

**19. 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.

**20. 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.					
11.					
12.					

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**. Photocopy this page for additional tags.

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: _____