

## CONSIGNMENT AGREEMENT

River Roads Artisans Gallery (the Gallery)

Artist (*Consignor*): \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website/Social Media Sites: \_\_\_\_\_

Initials for Gallery Price Tags: \_\_\_\_\_

### In consideration of the following mutual promises, the parties agree:

- 1. Agreement to Consign:** The Artist agrees to consign works to the Gallery. In the event that the Gallery sells these works the Gallery shall pay the Artist in accordance with the terms and conditions of this agreement.
- 2. Use of Consigned Works of Art:** The Gallery shall have the right to reasonable promotion and display including the right to photograph and reproduce the works for promotional purposes only. The Artist reserves the right to copyright to the fullest extent permitted by law.
- 3. Works to be Consigned:** All works presented by the Artist for consignment shall be made solely by the Artist. Works to be consigned shall be of similar style/medium to those accepted by the Jury Committee. Work displayed for more than two years, which remains unsold, must be removed from the Gallery. Works of new style/medium must be accepted by the Jury Committee. Artists must make an appointment with a member of the Gallery Operations staff to bring in or remove work. Placement/hanging of work shall be at the discretion of the Gallery. The Artist is responsible for providing pricing labels on works in accordance with the procedures of the Gallery. The Artist is also responsible for providing a list of works to be displayed in the format defined by the Gallery's Finance Committee. Retail prices may not be changed without the consent of the Artist and the Artist may not offer "sale prices" on works consigned under this agreement. If the Artist chooses to change the price of a work, the Artist shall be responsible for creating a new price tag and providing 10 days advance notice of the change to Gallery Operations staff so that systems may be updated.
- 4. Terms of Consignment:** This agreement shall be in effect for an initial term of three months beginning on the first day of the month following execution of this agreement. At the discretion of the Jury, the Artist may be invited to extend this agreement for additional terms. The Artist agrees that if they offer their work in any other public venue in Skowhegan, Maine during the Term of Consignment the Artist agrees to maintain consistent pricing among venues.
- 5. Payment:** Payment for all works consigned under this agreement shall be made no later than the 15<sup>th</sup> of the month following the sale. Payment shall be made at the rate shown on the current Fee Schedule, subject to change.

6. **Payment of Sales Taxes:** The Gallery shall be responsible for collecting all applicable state sales tax and shall remit sales taxes to Maine Revenue Services.
7. **Income Tax Information:** The Artist agrees to complete a W-9 form at the time of execution of this Agreement. The Gallery shall send a 1099 form, as required by the Internal Revenue Service, to the Artist on or before January 31<sup>st</sup> of the year following sales subject to this Agreement.
8. **Loss by Theft, Damage, or Mispricing:** The Gallery is not responsible for any loss due to damage of an item, any theft, or mispricing of an item. The Gallery will use reasonable precautions to protect all Gallery contents and to ensure accuracy of sales transactions.

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Consignor

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Date

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Jury Committee Chairperson

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Date

Exhibit A

# River Roads Artisans Gallery

## Fee Structure for Dues-Paying Artisans and Consignors

### Dues-Paying Artisans

Cost	Workers	Non-workers
Dues Jan. – Apr.	\$25.00	\$25.00
Dues May – Dec.	\$50.00	\$50.00
Annual Insurance Cost	\$20.00	\$20.00
Commission on Sales	0%	10%
Transaction Fee	3%	3%

### Consignors

Cost	Workers	Non-workers
Commission on Sales	25%	35%
Transaction Fee	3%	3%

Last Updated: April 2025