

CONSIGNMENT AGREEMENT

River Roads Artisans Gallery, a Member Cooperative (“The Cooperative”)

Artist (*Consignor*): _____

Street: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

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

- 1. Agreement to Consign:** The Artist agrees to consign works to the Cooperative. In the event that the Cooperative sells these works the Cooperative shall pay the Artist in accordance with the terms and conditions of this agreement.
- 2. Use of Consigned Works of Art:** The Cooperative 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. All work must be less than two years old. Works of new style/medium must be accepted by the Jury Committee. Artists must make an appointment with a member of the Cooperative Gallery Operations staff to bring in or remove work. Placement/hanging of work shall be at the discretion of the Cooperative. The Artist is responsible for providing pricing labels on works in accordance with the procedures of the Cooperative. The Artist is also responsible for providing a list of works to be displayed in the format defined by the Cooperative’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 two 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 15th 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 Cooperative 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 Cooperative shall send a 1099 form to the Artist on or before January 31st of the year following sales subject to this Agreement.

- 8. Referrals:** Special orders and commissions resulting from a Cooperative referral shall be subject to a cash commission equal to 35% of the retail value payable to the Cooperative. Artists shall pay the Cooperative no later than the 15th day of the month following the month of sale. Any work currently displayed at the Cooperative must be sold through the Gallery and not be removed for private sale. A “referral” means a customer discovers the artist at the Cooperative but that the Cooperative Gallery workers are not involved in a sale resulting from a customer’s discovery of the Artist.
- 9. Loss by Theft, Damage, or Mispricing:** The Cooperative is not responsible for any loss due to damage of an item, any theft, or mispricing of an item. The Cooperative will use reasonable precautions to protect all Gallery contents and to ensure accuracy of sales transactions.

Artist, Consignor

Date

Jury Committee Chairperson

Date