



11 West 8th Street / PO Box 585 / Red Lodge / Montana 59068

CONSIGNMENT AGREEMENT

This agreement is created by and entered into by
the Carbon County Arts Guild & Depot Gallery and the Artist.

Consignment Guidelines:

The work submitted for consignment and display at the Carbon County Arts Guild & Depot Gallery (CCAG) will be the work of a Carbon County Arts Guild member. The Board of Directors and/or the Executive Director retain the right to determine artistic merit, appropriateness and acceptability of all artwork displayed at the CCAG. Since the CCAG works closely with areas public schools, work of a violent, suggestive or sexual nature cannot be accepted. This decision is final.

Items may be submitted any time during the membership period. The number of items accepted at any one time is at the sole discretion of the Executive Director. In order to give you undivided attention, an appointment time for submitting all artwork must be made at least one day in advance of your arrival. It is recommended that you change out previously consigned artwork to make room for the new.

Preparation of Art Work:

All artwork submitted for display will be framed and wired (no serrated hangers) according to the Executive Director's guidelines: each framed item and sculpture will have the artist's name, title of piece, medium, item number (if appropriate for the artist's own inventory), and price printed clearly and attached to each item. All other items including, but not limited to jewelry, pottery, fiber arts, note cards, and books will have the same artists' information as listed above.

When bringing new art work to the CCAG on the nine month rotation, it is the responsibility of the artist to bring with them a hand written or printed list of new inventory items that indicates same information as what appears on label of each piece.

Retention of Art Work by the Guild:

To keep the Guild inventory fresh and active, your artwork will be consigned for up to a nine-month period. The Executive Director retains the right to keep work longer than this nine-month period. Upon expiration of retention period, it is the artist's responsibility to call for an appointment to come in and retrieve items in a timely manner. New artwork can then be accepted at this time.

Removal of Art Work:

Before coming to retrieve artwork, the artist must notify the Guild of their intents at least one day in advance. An appointment is required. Once your work has been gathered and removed from inventory, items can be taken during normal business hours. If the artist needs to have artwork removed by someone other than him/herself, the artist will notify the CCAG in similar manner and make arrangements. The CCAG has no provision for shipment of artwork to an artist. Shipping arrangements and expenses are solely the responsibility of the artist.

Membership:

Membership fees are due and payable January 1 of each year. If your fee is not received by the deadline of January 31 each calendar year, only one past-due notice will be sent. If CCAG does not receive the full fee amount within 30 days of the past-due notice, the Guild will assume you no longer wish to be a member and all of your artwork will be considered abandoned and will become the sole property of the CCAG.

Other Artist Requirements:

A current biography of each artist is required. The artist is responsible for keeping this current and providing the CCAG with updates. The artist is required to have current contact information on file at the CCAG. This includes name, address, home/business/cell phone number. An email address is required for all artists for use in regular, artist-only communications and for emergencies. This contact information may be shared with other organizations at the discretion of the Executive Director or the Board of Directors and can also be shared with customers who may be interested in seeing more work that might facilitate a commission. Each artist is required to submit to the CCAG a W-9 form, "Request for Taxpayer Identification Number Certification." For the artist's protection, this form is protected and kept off premises.

Honor Policies:

The following policies are based on the honor system and can be negotiated with the Executive Director who has the option to take into consideration individual factors as they pertain to each artist and each circumstance. The Honor Policies are:

1. If artwork is brought to the CCAG for a gallery talk or workshop and it is sold during the event, the artist will give 20% of the retail sales price to the CCAG.
2. If artwork is created during a CCAG sponsored workshop and it is sold during the workshop, the artist will give 20% of the retail sales price to the CCAG.
3. If the CCAG staff arranges for a commission, the artist will give the CCAG 15% of the retail sales price.
4. If the CCAG staff sends a customer to the artist's studio or gallery and a sale results, the artist will give the CCAG 10% of the retail sales price.
5. If a customer wants to purchase artwork previously seen by the customer while at the CCAG, the sale will be managed through the CCAG and the artist will give the CCAG 20% of the retail sales price. The length of time the artwork has been gone from the CAG should be discussed with the Executive director if the artist wishes to negotiate the CCAG's percentage.

Other Items

The artist is required to read the quarterly newsletter as new guidelines and opportunities are announced in the ARTIST CORNER.

CCAG receives 40% of the retail price on all consigned items. It is the responsibility of each artist to price his/her work. Consignment checks resulting from sales are mailed to artists by the 10th of the following month in which sale occurred. Checks for less than \$10 will be held until the consignment amount owed the artist is \$10 or greater. Checks will not be written until W-9 form is on file.

The CCAG makes every effort to safeguard members' artwork from theft and damage. It is at the discretion of the artist to carry his/her own insurance on work submitted to the Guild.

The artist releases the CCAG, its assigns, licenses, affiliates and legal representatives the irrevocable right to use pictures, images of art, portraits, photographs or video images in all forms and media and in all manners, including composite or distorted representations, for any and all purposes including advertising in all forms, for unlimited time, and waives the right to inspect or approve the finished product, including written copy, that may be created in connection therewith.

Photographs of displayed artwork are not allowed to be taken by the public.

The CCAG does not sell its address list of artists to any other businesses.

KEEP PAGE 1 & 2 FOR YOUR RECORDS / Continue to NEXT PAGE

SIGN AND RETURN THIS PAGE TO:
CCAG, PO Box 585, Red Lodge, MT 59068

Please **PRINT**

ARTIST NAME: _____ **DATE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____ - _____

PHONE (HOME): _____ **PHONE (BUSINESS):** _____

PHONE (CELL): _____ **EMAIL ADDRESS:** _____

WEBSITE: _____

(all contact information is required)

____ **Biography included with this agreement**

____ **W-9 form, "Request for Taxpayer Identification Number Certification" included with this agreement**

I have read, understood, and agreed to the terms of the consignment agreement with the Carbon County Arts Guild & Depot Gallery, a Montana non-profit corporation. I release the Carbon County Arts Guild & Depot Gallery and its Board of Directors, individually and severally, from any and all claims, demands, actions, causes of action of suits of any kind or nature whatsoever, known or unknown, which may result from the consignment of my works at the Carbon County Arts Guild & Depot Gallery, Red Lodge, Montana.

DATED THIS _____ **DAY OF** _____ **20**_____

SIGNATURE _____

PRINTED NAME: _____

ACCEPTED BY (CCAG Staff): _____