

Grand Isle Art Works A Vermont Artisan Gallery

Artisan Name: Business name (if applicable): Address: Phone: Email:

Consignment check payable to: \_

## **Consignment Agreement:**

This consignment agreement (the "Agreement") is hereby entered into by and between the undersigned artist (the "Artisan") and Grand Isle Art Works ("GIAW"). This agreement shall have a term of one year from the date this agreement (the "Effective Date") is executed (the "Term") by GIAW and shall cover the sale of juried work produced by the Artisan (the "Work") for sale on consignment by GIAW. This agreement will automatically renew for a term of an additional year unless either party gives written notice of their election to not renew. By signing below, the Artisan hereby agrees to be bound by the following terms and conditions.

# **Terms and Conditions**

## Art Work:

All Work must be original and made by the applicant. Manufactured items, items made from kits, or items made from commercially available plans are not acceptable.

# **Pricing and Packaging:**

Retail prices shall be determined by the Artisan subject to approval by GIAW. The Artisan supplies any specialized packaging necessary for any packaged sold Works. GIAW will provide jewelry boxes, bags and tissue paper for sales not requiring specialized packaging. GIAW shall have the right to discount retail prices by no more than 15%.

# **Inventory at Grand Isle Art Works:**

There is room for a small amount of excess inventory. GIAW has the right to rotate

stock in and out of the gallery inventory and there is no guarantee that all of the Works will be displayed in the gallery. Each artist will have a strong presence in the gallery. Each Artisan is required to provide an inventory of Works submitted to the gallery for the entire year.

## **Delivery of Inventory:**

- 1. Inventory may be brought in on most week days from 10:00-5:00 pm. Work will be displayed only by authorized staff. If this timeframe does not work, the Artisan will need to make an appointment with GIAW to schedule a mutually accepted time for delivery.
- 2. The Artisan must bring two copies of the completed inventory list already filled out at the time of delivery. This form is available on the GIAW website.
- 3. Each item must be labeled with Artisan code and product number assigned by GIAW. This must correspond to the inventory sheet given with the delivery of product to be added to the gallery display.
- 4. All items must be in "ready to sell" condition, including any specialized packaging.
- 5. Shipping instructions and special shipping materials for larger work must be provided when items are presented to GIAW for sale.
- 6. Special arrangements may be made with GIAW approval for shipping inventory to GIAW rather than delivering inventory in person.

#### **Display:**

GIAW will use commercially reasonable efforts to display the Works for a significant portion of the Term. GIAW reserves sole discretion over the display, including the selection of and placement of all Works in its gallery.

#### Use of Images:

The artisan agrees that product images with full attribution can be used for external promotion by GIAW.

#### **Payment:**

An Artisan will be paid for Works sold by GIAW monthly. If less than \$10.00 in Works is sold during any one month, all amounts will be aggregated until the total exceeds \$10.00, whereupon the total amount will be paid. Checks will be mailed by the 15<sup>th</sup> of each month with a list of items sold and the remaining inventory of Works held by GIAW. The Artisan will be responsible for providing GIAW with any changes in contact information.

### **Returns:**

GIAW allows customers to return unused purchased items, when accompanied by a receipt, within 7 days of purchase for store credit or exchange only. All returns will be credited against sales.

### **Consignment Fee:**

GIAW shall receive a consignment fee equal to 35% of the sales price for all Works sold during the Term of this agreement as well as an annual exhibitor's fee of \$75.00 paid separately at the beginning of this consignment agreement. All consignment fees shall be paid to GIAW out of the sales proceeds and the balance shall be remitted to the Artisan, as provided for herein.

### Liability:

GIAW is not liable for lost, damaged or destroyed Works provided that such loss, damage or destruction is not the result of reckless or intentional misconduct by GIAW. GIAW strongly encourages all Artisans to maintain insurance to cover their Work.

#### Governing Law:

This agreement shall be governed by Vermont law.

Exhibitor's fee, \$75.00 payable to GIAW	
AGREED AND EXECUTED, this the	day of, 2012.
Consignor	Consignee
Address: 259 US Route 2	Address:
Grand Isle, VT 05458	

Office use only:

Date for renewal:

**Payment received:** 

259 Route 2 Grand Isle, Vermont 05458

\_\_\_\_\_ initials