

## FULLER LODGE ART CENTER CONSIGNMENT CONTRACT

This Contract, by and between Fuller Lodge Art Center, hereinafter referred to as the Art Center or FLAC, and \_\_\_\_\_, hereinafter referred to as "Artist", is made, executed, and effective the date of the last signature below and will remain on file at the Art Center and in effect until withdrawn by the Artist. When the Art Center agrees to accept the deposit of the Artist's art object(s), the Artist hereto agrees to be bound as follows:

**1) OWNERSHIP:** The Artist acknowledges ownership of object(s) by itemization description on FLAC's Inventory Receipt, which thereby becomes an integral part of this contract. The Artist agrees to indemnify the Art Center from any liability or claims of ownership by others.

**2) ACCEPTANCE:** The Art Center reserves the right, at its sole discretion, to accept or reject any or all of the objects for exhibitions or Gallery Shop sales. FLAC will reject work that has been juried in by image if the actual work differs substantially or quality is not considered acceptable.

**3) VALUATION:** For the Artist's protection, the **insurance valuation of a deposited object is 65% of the sales price**, up to a **maximum of \$1,000 per piece**. The Artist must provide any additional insurance. Sales prices must be in writing on the Inventory Receipt to qualify for maximum insurance coverage. Note that all prices for submitted work must include a 35% commission to the Art Center.

The Art Center will take reasonable precautions to prevent loss or damage to items but cannot be responsible for articles entered in the Gallery Shop, Artists Gallery and Portal Gallery. A volunteer/staff person is on duty during business hours. Artists submitting or exhibiting work for the Gallery Shop, Artists Gallery or the Portal Gallery agree to hold the Art Center and its volunteers harmless from any costs or claims arising out of any damages or losses to artworks.

**4) DISPLAY:** Exhibits and Portal Gallery and the Gallery Shop: Manner of display of exhibition is at the complete discretion of the staff. If a sale is contingent upon immediate release, the buyer will be allowed to take the artwork at time of purchase, even if part of an exhibition.

**5) PAYMENT:** The Art Center sends checks for objects sold during the month following the purchase month. A statement itemizing individual object sales accompanies checks. The Art Center's compliance with its obligation to send payments to the Artist shall be sufficient when sent by regular first class mail, postage prepaid, and addressed to the Artist at the address stated on this contract. The Artist is responsible for providing The Art Center with all contact and mailing address changes.

**6) SALES COMMISSION CHARGED BY THE ART CENTER:** The Art Center retains 35% of the retail sales price set by the Artist.

**7) SHIPPING:** Objects shipped to The Art Center for shows or consideration for the Gallery Shop will be inspected upon arrival, inventoried, and a receipt promptly returned to the Artist. All objects intended for return must be shipped in reusable containers with a return address label and return postage prepaid. If the Art Center has to provide shipping, the cost of postage must be paid to the Art Center in advance.

**8) PHOTOGRAPHS:** The Art Center may photograph for documentation or publication any object deposited with it, but will not grant such rights to others without written approval from the depositor.

**9) EARLY REMOVAL:** Objects deposited for exhibitions may not be removed by the Artist during the exhibition period without prior agreement from the Art Center's Exhibition Committee in writing.

**10) ABANDONMENT:** The Art Center will accept responsibility for objects left in its care for a period of (30) thirty days following exhibition or review, unless there has been a prior written agreement for a longer period. If no prior agreement has been made, it is understood that objects left more than (30) thirty days become the property of the Art Center.

Business Name (if different from Artist) \_\_\_\_\_

Phone \_\_\_\_\_ Cell/other \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_ E-mail \_\_\_\_\_

Artist's Signature \_\_\_\_\_ Date \_\_\_\_\_

Art Center Representative signature \_\_\_\_\_ Date \_\_\_\_\_