



Sooke Arts Council

**GIFT SHOP**

Sooke Arts Council

## Artist Consignment Agreement

<b>SURNAME:</b>	<b>FIRST NAME:</b>
<b>Address:</b>	<b>Postal Code:</b>
<b>Daytime Telephone:</b>	<b>Email:</b>
<b>Website:</b>	

Agreement between above named, herein after referred to as “**the Artist**” and **Gallery by Sooke Arts Council** herein after referred to as “**the Gallery**”

### SUPPLY OF INVENTORY

All work brought into the shop is subject to review. If you are uncertain your work would be suitable for the gift shop part of the gallery please check with us at [gallery@sookearts.com](mailto:gallery@sookearts.com). You must be a member to submit work for the gallery and the shop.

### RECEIPT AND ACCEPTANCE OF WORKS

The artist shall deliver goods to the shop at a convenient time which allows a sales clerk/volunteer to witness and receive items and for the artist to tag items. Items being dropped off for adjudication must be accompanied by an **Inventory Intake Form**, with all appropriate fields completed, or will not be considered. The shop reserves the right to select which items, if any, are to be received and entered into inventory. Any items not accepted into inventory will be placed on our Return shelf, and the artist contacted. If items submitted are large and or require extra display skills the artist shall contact the shop for an agreed upon time for delivery. If there is display equipment supplied by the artist, please ensure it is properly labeled and indicate whether or not it is for sale.

### LABELING / INVENTORY

The artist shall clearly label each item submitted to the Shop, with information corresponding to the **Inventory Intake Form**. The Gallery will bill the customer and pay the Artist based on the pricing that is on the tags.

### PRICING

The artist shall charge the same retail price for the same item whether selling directly to a customer or through the shop.

### COMMISSION

The artist must be a member of SAC . Commissions paid to the gallery will depend on volunteer hours and ranges from 25% to 50%.

## SALES AND ACCOUNTING

The shop shall keep a true account of consigned items and sales, remitting a copy of sales and payment. Sale payments shall be made roughly on the same cycle as our gallery shows.

## INSURANCE AND LIABILITY

The gallery does not have insurance on inventory, the artist has been advised to maintain his/her own insurance against theft, damage, or liability and the artist confirms that he/she will attend to such insurance as he/she sees fit. The artist understands that he/she is liable for any claims which may be made as a result of a product produced and marketed by him/her through consignment with the Gallery. The artist agrees to indemnify and hold harmless the Sooke Arts Council, the Gallery and its volunteers.

## WARRANTIES

The artist warrants that he/she is the producer and owner of works provided to the shop for sale. The artist shall be personally responsible for any claims by purchasers of items which prove to be defective or inferior, or which cause injury or damage.

## FINDERS FEE

In recognition of the efforts made by the shop to promote and sell the artists art/works, the artist shall send a 10% finders fee commission of the retail selling price of his/her art/work when selling directly to the purchaser if the contact for the order (i.e.: your name, business card, or art/work etc.) was obtained because of the shop ( It is common courtesy and maintains good business rapport for having the use of our retail shop for such an important step regarding the sale of your work.

## DISPLAY OF WORKS

The gallery maintains sole discretion regarding the manner and length of time work is displayed in the shop or gallery. The artist/artisan gives permission for the shop to photograph any work for advertising purposes and promotion only.

## REMOVAL OF WORKS

The artist wishing to remove items from inventory must provide the shop with one weeks' notice in order to avoid gaps in the display. Artists are requested to pickup items during specified times, initialing and dating the inventory sheets to show which items have been removed. If an artist withdraws from the Shop and does not pick up remaining inventory within 6 months, any and all remaining inventory becomes the property of the Sooke Arts Council without compensation of any kind due to the artist.

## PERIOD OF CONTRACT / TERMINATION

This contract is effective from the date of entry until termination by either party, giving 7 days' notice when possible, without prejudice to either party. The shop retains the right to claim any property or item not collected within 60 days after artist or shop has been notified that they are to be removed. In case of a returned item the artist would need to refund the full price including the commission paid, in order to accommodate our return policy.

## ARTIST STATEMENT AND ART STORIES

We ask that the artist provide the Gallery with printed copies of an artist statement and a short (200 word) biography that can hand out to the customers. To the best of the artist's ability, he/she will provide a story relating to art/works produced to be educate and engage customers.

<i>I agree to the terms above:</i>	
<b>Signature of the Artist</b>	<b>Date</b>
<b>Authorized Signature of Gallery by Sooke Arts Council</b>	<b>Date</b>

I \_\_\_\_\_ give permission to use my images in SAC social media posts (Facebook, Instagram, Twitter and/or SAC website)

## Inventory Intake Form

Please complete this form and bring in with your pieces for the gift shop

Name:

email:

	item	quantity	price
1			
2			
3			
4			
5			
6			
7			
8			

**If you are submitting multiples such as cards or prints at the same price please list as “assorted cards or prints etc.- number of pieces”**

**Please price each of your submissions on the back. For small items like cards, jewelry etc. please ensure each piece is properly packaged and has a sticker with price and your last name so your sales can be recorded.**