



MacRostie Art Center

405 NW 1st Avenue, Grand Rapids, MN | 218.326.2697 | macrostieartcenter.org

Art Shop Consignment Contract

This contract provides for the consignment sale of artwork by the artist named below (hereafter referred to as “artist” at MacRostie Art Center (hereafter referred to as “MacRostie”). It provides that the artist delivers artwork to MacRostie, and that MacRostie accept, display, and attempt to sell the artwork on consignment. It also provides that the artwork remain the property of the artist until sold.

By signing this contract, **MacRostie** agrees that:

1. Artwork will be accepted and displayed for consignment sale according to the terms of this contract and the terms of the Consignment Review policy.
2. Artist will receive 60% of the stated price and MacRostie will receive a 40% commission to the stated price. Any discounts offered will be taken from MacRostie’s commission.
3. This commission percentage will be included in the total price of the artwork and will be paid by the buyer to MacRostie.
4. In most cases, MacRostie will deduct the commission percentage, and pay the artist in the month following the completed transaction(s). For sales in total of small amounts (such as in the case of greeting cards, soaps, etc.), payments will be held in trust until the total proceeds in the trust equal at least \$20 OR until the end of the calendar year – whichever is sooner.
5. Artwork will only be displayed in locations outside of the Art Shop (e.g. other public buildings, banks, clinics) with the prior consent of the artist.
6. MacRostie will do its best to keep accurate records of, together with payments made, for the artwork on consignment, and will send an accounting of artwork sold with each check. MacRostie will send a 1099 form to artists receiving payments totaling \$600 or more within a calendar year.
7. The consigned artwork will be held in trust for the benefit of the artist and will not be subject to any claim by a creditor of MacRostie.

By signing this contract, **Artist** agrees that:

1. The artist will provide MacRostie with a resume and/or artist statement.
2. The delivery of artwork to MacRostie is the responsibility of the artist, and must be accompanied with an inventory sheet containing item descriptions and retail prices. Exceptions may only be made on a case by case basis with the expressed permission of MacRostie.

3. The artist will provide MacRostie with a completed W-9 form if they receive payments totaling \$600 or more within a calendar year.
4. The artist created the artwork and possesses unencumbered title and full copyright to it. Title to the consigned artwork will remain in the artist's name until delivery to purchaser and the artist is paid in full.
5. Images of artwork may be advertised by MacRostie in media -- including but not limited to: printed media, email, social media, website, and online store.
6. All artwork consigned by the artist will be subject to a 40% commission of the stated price.
7. All artwork consigned by the artist, if not sold, will be picked up or exchanged for new work after a period of 6 months. Exceptions may only be made on a case by case basis with the expressed permission of MacRostie.
8. The artist will not exhibit or sell any artwork consigned to MacRostie without the prior approval of MacRostie. If consent is given, MacRostie will receive 20% percent of the sale as commission.
9. If artwork is removed from consignment and then sold within 30 days as a result of being viewed at MacRostie, a 20% commission will be paid to MacRostie.

By signing this contract, **Both Parties** agree that:

1. The artist will be free to exhibit and sell any artwork not consigned to MacRostie.
2. MacRostie will do its best to provide reasonable care of consigned artwork and carries limited insurance coverage of artworks in its care. It is recommended that the artist carry their own insurance for their work. In the event of damage to and/or theft of artwork, MacRostie will do its best to work with the artist to resolve the situation fairly and amicably.
3. Artwork that is not picked up or scheduled to be picked up after a period of 6 months on consignment may be placed in storage at MacRostie. If artwork has not been removed after 12 months, it/they will be returned to the artist, and the associated costs of return delivery (including transportation and insurance) will be paid by the artist. MacRostie will make reasonable to attempts to contact the artist before taking this step.
4. This agreement will begin upon the date of signing and will continue in effect for five years after the date of signing or until terminated. Either party may terminate the agreement by giving written notice. In the event of termination, MacRostie will have all artwork ready for pick-up within 7 days.

By signing this contract, artist affirms having read this contract and the Art Shop Consignment Policies and having agreed to the terms of both documents.

Artist _____ Signature _____ Date _____

Address _____ City, State, Zip _____

Phone _____ E-mail _____

MacRostie Art Center Executive Director _____ Date _____