

Agreement is made this _____ day of _____ (month and year) by and between
(artist name) _____ (herein referred to as "Artist")
located at (address) _____

and **Aiken Center for the Arts** (herein referred to as "ACA") located at 122 Laurens St. SW, Aiken, SC 29801.

ACA exhibits and sells artwork; and Artist has created and owns the artwork listed in the List of Inventory
(the "Artwork") and desires to exhibit and sell the same; Therefore, the parties agree as follows:

- 1. Scope of Agency.** The Artist appoints the ACA to act as Artist's exclusive agent/broker for the artworks consigned under this agreement for the purpose of sale. Artist grants ACA exclusive representation within the City of Aiken for the duration of this agreement. This agency shall cover only artwork submitted by the Artist while this agreement is in force. The ACA shall document receipt of all artworks consigned.
- 2. Consignment of Inventory.** ACA accepts on consignment, the artworks listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.
- 3. Artwork:** ACA tries to maintain a variety of items and may not be able to enter into contract with an Artist if too many similar items are already in the store at that time. ACA reserves the right to reject any and all artwork even if the Artist has previously consigned with ACA. No kit work will be accepted. ACA reserves the right to determine the quantity of items that Artist may consign. Due to space restrictions, framed two dimensional work must be limited to two pieces per Artist.
- 4. Eligibility.** Artists must be at least 18 years old. An active membership with the ACA throughout the duration of consignment entitles the artist to a 65% commission.
- 5. Pricing and Terms of Payment.** The ACA shall sell the artworks only at the retail price specified on the List of Inventory. The ACA and the Artist agree that the ACA's commission is to be 40% of the retail price of the artwork. Both parties must agree to any change to the retail in advance. Artist agrees to price their work at the same retail price offered in any other regional venues (120 mile radius from Aiken), this includes shops, galleries, craft fairs, open markets, etc.
- 6. Discounts.** In the case of discount sales, the discount shall be deducted from the ACA's commission. The Artist will be given the full Artist's share of the retail price as agreed.
- 7. Commission.** If the Artist sells any artwork directly to a purchaser through contacts established initially through the ACA, then the ACA shall be entitled to a commission of 40% of the selling price.
- 8. Payment.** Consignment checks will be issued to the Artist monthly if payment exceeds \$20. If consignment is less than \$20, the amount will carry over to the next month/s.
- 9. 1099 Forms:** We are required to submit your sales to the IRS in the event you receive \$600 or more in a calendar year. A W-9 form must be completed and submitted along with the consignment contract.
- 10. Loss or Damage.** The ACA shall be strictly liable for loss or damage to any consigned artwork from the date of delivery to the ACA until the artwork is returned to the Artist or delivered to a purchaser. In the event of loss or damage that cannot be restored, the Artist shall receive the same amount as if the artwork had been sold at the retail price. The artist shall be responsible for all repairs to artwork necessitated by artist's faulty workmanship.
- 11. Transportation of Artwork.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks to and from ACA shall be borne by the Artist.

- 12. Representation and Warranties.** Artist hereby represents and warrants to ACA that s/he is the creator of the artwork; is the sole and exclusive owner of all rights granted to ACA in this agreement and has rights to enter into this agreement; the artwork is original and does not infringe any copyright.
- 13. Promotion.** ACA shall use its best efforts to promote, display and sell artworks. ACA may display artwork in whatever manner ACA deems appropriate. Artist grants ACA the right to photograph art and use photographs for publicity and promotional purposes. Artist agrees to supply ACA with any additional materials that may be needed to promote a piece of art. Artist may supply their own tags or purchase them from the ACA.
- 14. Reproduction.** The Artist reserves all copyrights to the reproduction of the artworks except as noted in writing to the contrary.
- 15. Security Interest.** Title to and a security interest in any artworks consigned or proceeds of sale under this agreement are reserved to the Artist. The artworks shall not be subject to claims by the ACA's creditors. In the event of the purchase of any artwork by a party other than the ACA, title shall pass directly from the Artist to the purchasing party. In the event of a purchase of any artwork by the ACA, title shall pass only upon full payment to the Artist of all sums due hereunder. The ACA acknowledges that it has no right to and shall not pledge or encumber any artworks in its possession nor incur any charge or obligation for which the Artist may be liable.
- 16. Duration of Consignment.** The Artist and ACA agree that the initial term of consignment for each piece of artwork will be 90 days long so that unsold items can be taken out and merchandise selection will be fresh. The Artist will not ask for return of the artwork prior to this date unless the agreement is breached by ACA. Thereafter, this agreement shall continue until written notification of termination from either party to the other.
- 17. Inventory Rotation Requirements:** Artist is responsible for replenishing artwork that has sold and/or replacing work that has not, every 90 days. Seasonal work must be picked up in a timely manner. Replenishment of artwork must be scheduled in advance with the ACA. ACA reserves the right to remove and store artwork that is past due for rotation or has not sold well.
- 18. Termination of Agreement.** This agreement may be terminated at any time by either ACA or Artist by means of a 30 day written notice. The agreement shall automatically terminate with the death of the Artist or if ACA becomes bankrupt or insolvent, or breaches the agreement.
- 19. Abandonment:** Artist must provide up-to-date correspondence information. Artist has 14 days after the end of the consignment period end date to pick up their remaining artwork. If ACA cannot contact the Artist after 14 days, the artwork will be considered abandoned and will become the sole property of ACA. Artist will have no further rights to abandoned artwork or payment for any abandoned artwork subsequently sold by ACA.
- 20. Miscellany.** All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.
- 21. Governing Law.** This agreement shall be governed by and in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date below.

Artist Signature and Date

ACA Signature and Date