

# ARTIST CONSIGNMENT AGREEMENT

With Arts Association of Northern NY (AANNY) Also known as Sackets Harbor Arts Center

This agreement, made between \_\_\_\_\_ (the Artist) and the Arts Association of Northern New York (AANNY) sets forth the terms and condition of the Artist's consignment of artwork to AANNY for exhibition and sale. Date \_\_\_\_\_

An Artist must have paid AANNY annual Membership dues for the year in which he or she wishes to have items for sale in the Gallery or at any AANNY events. All memberships run April 1 to March 31.

AANNY will maintain records of each sale. AANNY will collect and be responsible for New York State sales tax and no later than the tenth (10<sup>th</sup>) banking day of a credit period, will send payment of the Artist's commission for all items sold in the previous credit period.

Credit periods will be as follows:

- Credit Period 1 – May/June
- Credit Period 2 – July
- Credit Period 3 – August
- Credit Period 4 – September (Payment will be within 2 weeks of our closing date)

The Artist's commission schedule is as follows:

If the Artist works four (4) scheduled shifts (each shift equals three hours) at the Gallery in a given credit period, the Artist's commission is 80%.

If the Artist works three (3) scheduled shifts (each shift equals three hours) at the Gallery in a given credit period, the Artist's commission is 70%.

If the Artist works two (2) scheduled shifts (each shift equals three hours) at the Gallery in a given credit period, the Artist's commission is 60%.

If the Artist works LESS THAN TWO (2) scheduled shifts (each shift equals three hours) at the art center in a given credit period, the Artist's commission is 50%.

July and August volunteer incentive: Any Saturday or Evening (4-7pm) shift in July and/or August will count as two (2) shift credits for that credit period.

AANNY may ask Artists to demonstrate their work for members and the public in a class or presentation. Each class or presentation will count as a shift. One shift credit allowed per credit period. Working special events also counts toward shift hours.

Artists can assume work responsibilities for available shifts in advance by signing up on the member's page located on the AANNY website. If Artist does not have internet available, they may sign up by contacting the Volunteer Manager.

The Artist shall establish the retail price of his/her pieces.

The Artist will legibly tag each of their pieces with an inventory code (as explained in Consignment Drop Off Directions) and the retail price. Entry of each piece shall be recorded on the artist's individual Inventory Sheet(s) by the artist. The artist shall be responsible for keeping track of their inventory in the art center.

It is the responsibility of the Artist to date and sign out any artwork removed by them from the building.

It is the responsibility of the Artist to notify the treasurer and gallery chairperson of a change of address or phone number. Please keep information updated including email address.

AANNY will maintain attractive and appropriate displays of the Artist's work. The Artist will endeavor to maintain a satisfactory level of inventory by promptly replacing sold pieces with new pieces of the same quality.

AANNY will notify the Artist of any changes in policy or procedure affecting the Artist's commission or inventory records.

AANNY's insurance provides accident coverage (fire, theft, vandalism, etc.) for 75% of the Artist's established retail value of pieces placed with it. AANNY does not assume any other liability with respect to this consignment of the Artist's work, including any liability arising from any sale of such work to a purchaser. Shipment costs and arrangements are the

Responsibility of the purchaser. AANNY does not act, nor shall be construed as acting agent or employee of either the Artist or purchaser.

AANNY will notify the Artist by email when art is to be removed at the end of the season. If artwork is not picked up and no communication is made with a gallery chairperson, then artwork will become property of AANNY. AANNY communicates with members through email. Please keep your email up to date with AANNY.

AANNY may use photographs of the Artist's work for promotional purposes. \_\_\_\_\_ (Artist initials)

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Artist's Signature & Date

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Print Artist's Name

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Email

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Mailing Address

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Phone Number