



Jacksonville-Onslow Council for the Arts

GALLERY & ARTS MARKET

CONSIGNMENT AGREEMENT



Consignment Agreement

This Consignment Agreement is between Jacksonville-Onslow Council for the Arts, hereafter “CFTA”, and **[Artist]**, hereafter referred to as “Artist”, and shall govern the consignment of Artist’s work in the CFTA Retail Gallery or in the main gallery as part of an exhibit, located at 826 New Bridge Street, Jacksonville, NC 28540.

TERMS AND TERMINATION. This agreement will be for a term of 12 months beginning **[Date]** and may be terminated by either party with thirty days’ written notice. Agreement will automatically and immediately terminate should the Retail Gallery be closed, become insolvent, or upon request of Artist’s heirs or estate following his/her death.

AGREEMENT

ARTIST SUBMISSIONS:

Artist agrees to submit high-quality, original art pieces that are display-ready for consignment sale in the Retail Gallery or in the main gallery as part of an exhibit. Artist is asked to limit the number of highly-similar pieces available for purchase. Artwork should have been completed in the past 2 years and should not be the product of a class, course or workshop where multiple, similar pieces were produced. Representations of another artist’s work will not be accepted for the Retail Gallery.

DISPLAY READY STANDARDS:

Display-ready is defined as a completed art piece which also meets the following criteria:

1. WALL HUNG ART: All wall-hung pieces must have a secure hanging system in place. Paintings should be framed and wire-hanging in place. Some wrapped canvas pieces are accepted without framing but with fully-painted sides (no visible canvas).
 2. STANDING ART: Floor or shelf-displayed pieces must stand on their own or on a stand. Artist is asked to provide an appropriate stand for the piece, and include its price for sale with art.
 3. JEWELRY & VERY SMALL ART: Jewelry or very small art pieces may be submitted stands depending on space available for proper display in shelves or cases; and without stands if CFTA display stands are available for use in the Retail Gallery at the time of submission.
 4. ALL SUBMITTED ART pieces must include the following information:

Title of Piece:	Artist Name:		
Medium:	Approximate Size:	Price:	
- Any piece that is not display-ready **will not be accepted** at the Retail Gallery. Artist may resubmit the piece when it is display-ready.

ARTIST RESPONSIBILITIES:

- Artist is strongly encouraged to provide cards &/or a written brief of your expertise, inspiration and background to help customers become familiar with you and your work.

- Artists agrees to rotate unsold artwork **quarterly** (every 90 days) in the Retail Gallery. Artist will collect unsold pieces and submit new items. Previously unsold items may be resubmitted for display 6 months after they have been removed/rotated out.
- **Artist agrees that unsold artwork not collected after 90 days, will be placed in storage for 30 days. After 30 days in storage, artwork becomes the property of CFTA and may be retained or liquidated.**
- Artist agrees that accuracy of information supplied to CFTA is the sole responsibility of Artist, and that CFTA is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Artist.
- ALL designs, images or other artwork provided to CFTA by Artist must be **original**. Photography must be original (taken by Artist) or accompanied by photographer's written copyright release for use in derivative works. Artist assumes full responsibility for copyright, trademark and intellectual property rights for all works submitted to CFTA. Artist indemnifies and holds harmless the CFTA, its employees and agents against any and all claims that may arise due to display, use, sale or promotion of works provided by Artist.
- Artist understands that failure to meet standards of quality, originality, presentation and professionalism may result in a suspension of contract, termination of contract or nonrenewal of contract.

CFTA RESPONSIBILITIES:

The Jacksonville-Onslow Council for the Arts (CFTA) will:

- Ensure artwork is displayed attractively and appropriately in the Retail Gallery spaces.
- Provide Artist access to the facility for delivering/picking up art works during announced Intake Days and/or by appointment.
- Promote the Retail Gallery and its variety of selections at no cost to Artist through website posts, social media posts, and other channels/ads as deemed appropriate. Artist is encouraged and expected to support this promotional effort by marketing their submitted pieces to their networks and followers, sharing links, etc.
- The Gallery will maintain accurate documentation with respect to all transactions related to the Artist's work. For each sale of work, the Gallery shall list the date of sale, the sale price, and the amounts due to the Gallery and to the Artist
- CFTA will retain a 30% commission on all sales of art. In appreciation of their ongoing support, CFTA will retain a 20% commission on all sales of art for active Members.
- Prepare a check for the artist on the 15th day of each month for Artist's portion (70% / 80%) of previous month's sales, as long as the amount due to the artist totals **at least \$25.00**.
- Upon written request, the Gallery shall permit the Artist or the Artist's authorized representative to examine the documentation related to the Artist's work during normal business hours.

OTHER PROVISIONS:

- CFTA has the right to terminate or deny the consignor status at any time for any reason.
- Office Hours: Gallery hours are Tuesday through Friday 10:00 am to 5:00pm (EST). CFTA closes for some federal holidays and for 7-10 days from Christmas to just after New Years.
- Communication: email is the preferred form of communication between the Artist and CFTA to ensure details are preserved for requests, clarifications and work accuracy. Please ensure CFTA has a current, valid email address for contract communication below.
- Property: All billings (including invoices, estimates and statements), reports and documentation are provided as a courtesy to Artist by CFTA on request but remain the property of CFTA.
- Duration & Termination: This agreement is entered in good faith by both parties. It will remain in force for a period of one year unless terminated with thirty days' written notice by either party.

SIGNATURES:

By signing this Consignment Agreement, I indicate that I have read, understand, agree to and accept the terms and conditions contained herein.

Artist Signature: _____

Artist Printed Name: _____

Date: _____

Phone: _____

Email: _____

Address: _____

CFTA Signature: _____

Title: _____

Date: _____

***Thank you** for sharing your creative work with the citizens and patrons of Onslow County. We look forward to featuring your pieces in the Retail Gallery. Check our website and subscribe to email for updates and additional opportunities through CFTA Exhibits, Workshops and Events. www.jaxarts.com*