

The Art & Craft Gallery of Hamburg Consignment Agreement

Thank you for your interest in displaying your work in the Art and Craft Gallery of Hamburg. We strive to keep your participation fees as low as possible; however there are certain requirements as listed below:

- You must be a current member of the Hamburg Area Arts Alliance. The membership fee is \$35 a year.
- An additional display fee of \$60 per year will be charged **OR** in lieu of the \$60, you may pay \$25 and volunteer 10 hours of your time over the year (we will contact artists as volunteer opportunities become available).
- A commission fee of 25% will be kept by the Alliance on all sales
- You agree to donate one or more pieces of your work with a value of at least \$25 for our Silent Auction held in September.

Please check one of the boxes

- I am paying the full \$60 participation fee **in addition to** the \$35 HAAA membership fee
- I am paying \$25 **in addition to** the \$35 HAAA membership fee and will volunteer 10 hours of time

Artist Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Website (if applicable) _____

Facebook link _____

The Art & Craft Gallery of Hamburg Consignment Agreement

This Agreement, made this _____ day of _____, _____, is entered into by _____, hereinafter referred to as the “Artist” and the Hamburg Area Arts Alliance, a committee under the direction of the Our Town Foundation, hereinafter referred to as “Alliance”.

Now, therefore, and intending to be legally bound, the parties agree as follows:

1. This Agreement applies only to work consigned with The Hamburg Area Arts Alliance to be displayed in The Art & Craft Gallery of Hamburg located at 320 State Street, Hamburg, PA, 19526
2. The Alliance reserves the right to determine the acceptability of any item offered for sale. Items determined not to meet the Alliance’s standards will not be accepted for sale.
3. The Alliance will decide on the location of your artwork within the Gallery. Artwork may be moved around to be displayed in the best possible way for the change of seasons or occasions. To accommodate all participating artists, you may be asked to limit the quantity of your artwork.
4. Appointments must be made by the Artist prior to dropping off or picking up artwork.
5. The Artist will submit work for consignment to sell at 320 State Street, Hamburg, PA. Upon acceptance, a list of work to be displayed must be provided to the Alliance. This list must include an artist’s ID# (your 3 initials and the number of the piece being displayed), item description, and price at which the item shall be sold. If any item is removed from display for any reason, the list shall be updated to reflect the remaining inventory.
6. It is the responsibility of the Artist to code and price all items before delivery to the Gallery. 2D work shall have tags affixed to the back and 3D shall have tags affixed to the bottom. If Artist has more than one of the same item each one must be ticketed individually; however the same code may be used for each piece.
7. The Alliance will not accept 2D artwork without proper hanging materials. All wall art must be framed, matted, or canvas wrapped and have proper wiring for hanging. Prints must be matted and sleeved or matted and framed.
8. The Artist shall actively replenish goods as they are sold. In addition, artwork should be changed if pieces remain unsold for a period of time that exceeds six months. The Alliance has the right to remove any pieces that have been displayed for six months or longer. The Alliance encourages the Artist to highlight their display with seasonal touches that draw attention to the work. Additionally, The Alliance has the authority to contact the Artist if their artwork has not been refreshed or removed within the allotted timeframe. If the artwork has not been retrieved within thirty days of being requested, it will become the property of the Hamburg Area Arts Alliance.
9. An Artist’s biography shall be provided upon delivery of art. The biography shall be presented in a format conducive to the artist’s work.
10. Upon delivery of art, it will be inspected for damages by the Alliance. No artwork will be accepted if it is damaged.

11. Props and display units for 3D art may be supplied by the artist; however, it will be up to the discretion of the Alliance if they will be used. If Artist chooses to supply props, they must be identified with the Artist's name.
12. The Gallery of Hamburg will not display any artwork that is for "Display Only" All artwork must be priced and for sale.
13. Our Town Foundation acts as an agent of the Artist and will retain 25% of the Artist's selling price.
14. A portion of the consignment income will be used to pay for advertising and other expenses associated with the co-op. Participating artists are encouraged to promote the Gallery through social media and other means as appropriate.
15. The Artist will be paid on or before the 15th day of the month following the month in which the sale is made. A copy of Artist's sales will be provided with payment. If checks are not cashed within six months of being issued, the check will become void.
16. As a matter of honor, if a customer says they saw your work at The Art & Craft Gallery of Hamburg and wants to buy it or a print of it, or commission you to produce a piece of art, you are obligated to pay The Art & Craft Gallery of Hamburg a finder's fee of 15%.
17. The Alliance will collect and report all Pennsylvania sales taxes on behalf of the Artist.
18. It is the responsibility of each individual Artist to report all income from sales to the appropriate tax agencies. It is also the responsibility of each Artist to keep appropriate records necessary to report said income. The Alliance will assume no responsibility for income and tax records for each Artist.
19. The ownership of artwork remains with the Artist until the work is either donated to the Alliance or sold and the purchaser has paid in full, at which time the title passes directly to the purchaser.
20. All copyrights remain the property of the Artist. The Alliance will be permitted to photograph, copy, reproduce or transfer artwork for publicity and marketing purposes only. The Alliance will not permit any of the artworks to be copied, photographed, reproduced or transferred digitally by any other party without written permission by the Artist.
21. Consigned works may not be removed from the premises for any reason except for purchase, or by the Artist. When picking up work, Artists, or their representative, will be asked to show identification to remove work from the gallery. This is for your security.
22. In the event the Artist does not want their consigned art pieces in the window displays, they must make note of their concern on that item.
23. The financial worth of the Artist's work is to be determined solely by the Artist; employees selling the work for consignment can guide the Artist's choices with information acquired through sales, but ultimately the value of the work must be determined by the Artist with or without the assistance of outside counsel.
24. The specified retail price may not be changed without the Artist's permission.
25. The Alliance agrees to take every reasonable precaution in the handling of art work with respect to its safety and security. While the Alliance does maintain liability insurance, such insurance does not cover

the Artist's property. It will be the Artist's sole responsibility to maintain appropriate insurance for all items located on the premises at 320 State Street, Hamburg, PA.

26. The consigned works will be held in trust for the Artist's benefit and will not be subject to claim by a creditor of the Alliance.
27. Artists agree to respect the rights and privileges of co-Artists as well as the reputation of the store, in that everyone shares an equal interest in its success. Artists will address personal concerns in confidence with the director in order to preserve the integrity of the co-op.
28. An Artist's membership must be in good standing in order to participate in Arts Alliance or Our Town Foundation events. The Alliance reserves the right to deny participation if volunteer hours or co-op fees are not being met.
29. If the Artist chooses not to renew their membership, does not renew their co-op agreement, or fulfill their obligation as a member, the Artist will be granted a thirty day period to pick up any unsold artwork. **After the thirty day period, any remaining artwork will be considered as a donation and will then become the property of the Alliance.**
30. **If an Artist chooses to volunteer in lieu of paying the full co-op fee and does not meet the volunteer requirements, The Hamburg Area Arts Alliance reserves the right to retain the Artist's portion of the sale of his/her items, as well as collecting the regular commission from the sale.** Thus, instead of receiving a check for sales, the Artist will forfeit the monies to the Alliance as compensation towards the annual \$60 (or prorated amount) co-op fee. If the Artist's portion of the sale amount does not meet the \$60 co-op fee (or prorated amount), then the Hamburg Area Arts Alliance reserves the right to hold a piece or pieces of the Artist's artwork equal to or greater than \$60 until one of three events occurs: (1) payment for the balance is received, (2) volunteer work is completed, or (3) the piece sells and the Alliance retains monies equal to the balance due.
31. Either party may terminate this agreement by giving thirty (30) days written notice with all accounts settled. This agreement will terminate automatically upon the Artist's death or if the Alliance becomes insolvent for any reason.

I have read, understood, and agree with all of the above terms and conditions of this contract. I agree to indemnify, hold harmless and release the Alliance from liability for any loss or damage to the Artist's work

Signature of Artist

Date

Printed Name

Hamburg Area Arts Alliance, 320 State Street, Hamburg PA, 19526
610-562-3106 hamburgarts@verizon.net www.hamburgpa.org