

The Center for the Arts
Fine Art & Craft Gallery
428 Main Street
PO Box 872
New London, NH 03257
603-526-4444
www.centerfortheartsnh.org



CFA Fine Art & Craft Gallery Consignment Agreement

Name: _____ Business Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

Business/Tax ID #: _____ Fine art medium: _____ Fine craft medium: _____

This Consignment Agreement is between the Artist or Craftsperson (hereafter referred to as Member) and the Center for the Arts-Lake Sunapee Region Gallery or CFA Gallery (hereinafter referred to as Gallery) and collectively referred to as the Parties. Fine art or fine craft (hereafter referred to as Work).

The Parties mutually agree as follows:

1.0 Responsibilities of the Artist/Craftsperson (hereinafter referred to as Member)

1.1 The Member shall deliver Work to the Gallery with an itemized Inventory list, describing the Work, and retail price. If Product IDs are not provided, the Gallery will assign numbers.

1.2 The Member hereby represents that the Work delivered are fully owned, created by the Artist/Craftsperson in accordance with the CFA Standards Policies.

1.3 The Member shall price Items consistently among the CFA Gallery and other venues, sponsored events, any other galleries that it consigns with, and any on-line sales venues or promotions, including but not limited to, their own website, email promotions or another website such as Etsy.

1.4 The Gallery may refer potential customers directly to the Member for general inquiries, special orders, and commissioned Items. In the event of a referral, the Artist/Craftsperson then becomes responsible for contacting the potential customer, negotiating prices, taking

payment and arranging delivery. The Member shall pay the Gallery a 10% commission on that specific referral sale. Commissions shall be postmarked by the 10th business day of each calendar month for all referral sales concluded during the previous month.

1.5 The Member shall not deliver Work to the Gallery without making an appointment.

1.6 Normally customer returns will be deducted from the Member's payment and show as a negative sale on a subsequent monthly statement. In certain circumstances the Gallery may elect to have the Member repay the commission received on a returned piece of Work by check. Repayment would be due within 30 days of the date requested. Any amounts due by the Member which are not received within 30 days of the date requested will accrue penalty interest at a rate of 1.25% per month on the unpaid balance. Penalty of interest does not apply in cases where the due date is not met due to acts of God (fire, flood, etc.).

1.7 The Member is responsible to send the "Artist / Craftsmen Bio" to the CFA for use on the website, which the Gallery may then use for publicity purposes.

1.8 The Member is encouraged to review their sales and inventory information in the software provided upon consignment. The Gallery will provide support if needed to access the information upon request.

1.9 The Member shall notify the CFA Gallery of any changes in contact information (Name, address, phone number(s), email address).

1.10 By submitting Work to the Gallery, the Member certifies that he/she is a currently a Member of the CFA in good standing (dues are current). If the Member is no longer a Member of the CFA in good standing, the Member shall notify the Gallery and will arrange to pick up remaining Work within 30 days.

1.11 The Member shall cooperate in making arrangements for Work to be returned by the Gallery for rotational purposes or for any other reason. If the Gallery has made a good faith effort to arrange for returning Work, and are unable to do so either because the Member is unreachable by phone or email or because the Member fails to agree to make arrangements, the Gallery may store the Work at the CFA Gallery storage for pickup by the Member for 30 days. Following 60 days of notification without pick-up by the Member, the Gallery is no longer responsible for the Work due to either damage or loss. After 5 years, the Work shall be considered to be abandoned under RSA 471-C. The Gallery shall have the right to sell the work and remit any payments received to the State of New Hampshire, minus any applicable storage fees.

1.12 Reserved

1.13 The Member agrees that the Works are subject to normal wear and tear associated with being on display in a retail setting, and that such "shop worn" Work shall not be considered "damaged".

1.14 The Member must authorize use of any photographs of Work for advertising and/or promotion, or for posting to the CFA Gallery website. If the Member refuses to allow their work to be photographed and used for marketing purposes, it will not be accepted by the Gallery.

1.15 By signing this consignment agreement, the Member is giving written consent that any Work provided to the Gallery for sale may be displayed by the Gallery.

1.16 The Member shall deliver Work with appropriate labelling which shall include the Members name, fine art media, care instructions and fiber content when appropriate, and the material content for any jewelry, type of wood, etc. Label must be of appropriate size, style and manner to allow display of the Work in the Gallery. Inappropriate labels will be removed by the Gallery. Signing the Item shall constitute labelling if that is appropriate for the Work. Contact information including, but not limited to phone number, email or website, shall not be included on the label. If Work are not labelled, or not labelled appropriately, then the Member agrees that providing the name of the Member to any viewer of the Work who inquires, satisfies the requirement in RSA 352:8 that notice be given to users or viewers that the Work is the Work of the artist/craftsperson.

2.0 Responsibilities of the Gallery

2.1 The Gallery agrees to exercise all due and reasonable care in the handling, display, and storage of the Work until returned to the Member or is sold.

2.2 The Gallery will not be liable to the Member for any injury, damage, loss, theft, or disappearance of or to the Work and requires the artist or craftsperson to consign with the CFA at their own risk.

2.3 The Work shall be held in trust by the Gallery for the benefit of the Member and shall not be subject to claim by a creditor of the Gallery. In the event of any default by the Gallery, the Member shall have all the rights of a secured Party under the Uniform Commercial Code and the Laws of the State of New Hampshire.

2.4 The Gallery will not photograph, or give permission for others to photograph, any work without the permission of the Member, with the exception of advertising and promotion, to show a piece of Work to a customer, or for posting to the CFA website.

The Gallery will not be liable for any photographs taken unbeknownst to the Gallery staff.

The Gallery will not use photographs for advertising or promotion, or for posting to the CFA website if the Member has notified the Gallery in writing that authorization is withdrawn. Authorization for Work to be included in photographs of CFA events may not be withdrawn.

2.5 The Gallery has the right to limit the number of pieces of Work it can accept for display and keep as backup inventory.

3.0 Payments to Artist/Craftsperson (Member)

3.1 The Gallery will make monthly payments to the Member for all sales concluded during the previous fiscal month, sales reports are available in the software provided to the Member upon consignment approval. Printed reports will not be sent unless requested in writing and must be picked up at the Gallery. Commissions shall be postmarked by the 10th business day of each calendar month.

3.2 In the event that amounts due to the Member by the Gallery are not received within a timely manner, not to exceed 30 days of the date described above, the Gallery will pay to the Member interest at 1.25% per month on the unpaid balance. Penalty interest does not apply in cases where the due date is not met due to acts of God (fire, flood, etc.).

3.3 If a special order is placed with a customer and the Gallery makes arrangements for that order with the Member, the Member agrees to be duty bound to pay the Gallery a 40% commission on that sale within 30 days.

3.4 The Gallery shall maintain inventory records in a consignment system. At the end of each calendar year or at any point, the Member can access and view live inventory reports and year-end inventory of Work remaining in stock. A printed copy can be requested in writing but must be picked up at the Gallery location.

3.6 The Gallery may not increase the specified retail price of Work without the written agreement of the Member. The Gallery will pay the Member 60% of all work sold. The Gallery may not discount Items except for member discounts to CFA members and except for employee discounts. All discounts will be deducted from the Gallery's 40%.

If consignment checks are uncashed after 90 days, the Gallery will attempt to contact the Member and will notify them that a check was sent and not cashed. The Member will make a

good faith effort to find and cash the check, and barring success, will request a replacement check to be issued by the Gallery.

4.0 Returns and Withdrawals

4.1 Returns and Withdrawals Initiated by the Gallery:

The Gallery may return consignment Work to the Member for rotation purposes and at its own discretion. If the Gallery initiates a return, the Gallery shall notify the Member at least seven (7) days prior to removing the Work from the Gallery. A list of returned work can be provided if requested in writing otherwise it is visible in the software provided to the Member upon consignment. The Member shall pick up the work within 30 days. If the Member fails to pick up the work, then after five years it shall be considered abandoned under RSA 471-C. The Member shall be responsible for all storage fees associated with the Work.

If pieces of Work are returned due to quality of standards issues, or because they were delivered to the Gallery without Gallery's permission, the Member is responsible for picking up the Work at the Gallery or paying for shipping the returned work. The Gallery shall provide a list of all returned pieces of Work.

4.2 Withdrawals Initiated by the Artist/Craftsperson (Member):

If a withdrawal is initiated by the Member, notice should be given at least seven (7) days prior to removal. In this case, the Member is responsible for picking up or paying for shipping the returned Work. The Member can access withdrawn or returned items in the software provided upon consignment.

5.0 Term of Agreement

The effective date of this Agreement is the first date that the Member joined the CFA as an accepted member and expires twelve (12) months after the date that the Member's membership terminates. Any additions, deletions, or differences in the terms and conditions of this Agreement proposed by either Party must be agreed to in writing and incorporated into written modifications to this Agreement.

6.0 Disputes

Except as otherwise provided in this Agreement, any dispute between the Parties which is not disposed of by mutual agreement shall be referred to the CFA Executive Director or the American Arbitration Association for resolution, whichever the Member chooses.

7.0 Waiver and Severability

7.1 The failure or delay of either Party to insist on performance of any provision of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any

provision of this Agreement is or becomes void or unenforceable by operation or law, the remaining provisions shall be valid and enforceable.

7.2 Waiver by either Party of a breach of any agreement or condition of this Agreement shall not be considered a waiver of any subsequent breach of that agreement or condition. The acceptance by the Member of any payment or silence by the Member as to any breach shall not be construed as waiving any of CFA rights. No payment by the Gallery or acceptance by the Member of the lesser amount than is due Member from the Gallery shall be deemed to be anything but a payment on account; and the acceptance by Member of a check or draft for a lesser amount with an endorsement or statement thereon, or upon a letter accompanying said check or draft that said lesser amount is payment in full, shall not be deemed in accord and satisfaction of the debt; and, Member may accept said check or draft without prejudice to recover the balance due or pursue any other remedy available to it.

7.3 The headings and subheadings of this Agreement are used for convenience and ease of reference and do not limit the scope or intent of the clauses.

8.0 Choice of Law

8.1 The laws of the State of New Hampshire shall govern this Agreement.

9.0 Entire Agreement

This Agreement sets forth the entire agreement between the Parties and may be modified or amended only by written agreement signed by the Parties.

10.0 Integration of Exhibits

All exhibits identified in this Agreement as exhibits to the Agreement are hereby incorporated into the Agreement and made integral parts of it.

10.0 Obligation to Consign Work or to Receive Consigned Work

10.1 The Members signature on this Agreement shall not obligate the Member to consign Work to the Gallery. The Gallery representative's signature on the Agreement shall not obligate the Gallery to accept consigned Work from the Member.

Center for the Arts - MEMBER

Date

Center for the Arts - GALLERY MANAGER

Date