

GALLERY ON THE SQUARE
CONSIGNMENT SALE AGREEMENT
Guild Craftsman

This Agreement made this _____ day of _____, 20____,
by and between _____,
Name Address

herein referred to as "craftsman" and Gallery on the Square, Public Square, Franklin, Simpson County, Kentucky, herein referred to as "gallery."

RECITALS

WHEREAS, craftsman is engaged in creative crafts which craftsman offers for sale; and

WHEREAS, Gallery maintains a public art gallery on the public square in Franklin, Kentucky, for presenting art and crafts; and

WHEREAS, craftsman desires to entrust to Gallery, crafts for sale on a commission basis;

For these reasons, and for other good and lawful reasons and in consideration of the covenants set forth below, the parties agree as follows:

1. Selection of Work. Gallery on the Square Standards Committee must jury three or more pieces of work to determine that such work is suitable for display and sale. All such work must adhere to the Gallery Guidelines for display. Gallery on the Square reserves the right of refusal of any work submitted for display by craftsman. Prior to consideration of craftsman's work, craftsman will supply a biography to the Gallery.

2. Consignment Identification. Crafts offered by craftsman shall be signed by craftsman in customary manner and each shall be identified by title, size, medium, or other identifying markings to be supplied by craftsman consisting of the year in which the work was created.

3. Condition of Art Work. All crafts offered by craftsman shall be completed and in good condition. Craftsman shall make repairs necessitated by minor, unavoidable damage to art while in Gallery's possession.

4. Risk of Loss. Craftsman shall deliver all work to Gallery's location at craftsman's risk. Craftsman recognizes that Gallery is a non-profit organization and that Gallery shall have no responsibility for the loss or damage or misappropriation of craftsman's work. Craftsman recognizes and agrees that craftsman may purchase insurance to cover any such loss but, by entering into this agreement craftsman agrees that craftsman's only remedy upon loss, damage, or misappropriation shall be for such insurance coverage to be purchased by craftsman.

5. Sales Price. Craftsman shall be responsible for pricing craftsman's work. Gallery will attempt to sell craftsman's work for amounts determined by craftsman except as set forth herein below.

6. Payment and Commission. Gallery shall receive a commission of 30% of the sales price of all crafts sold. For purposes of this provision, "sales price" shall not include cost of delivery or any taxes payable on the sale. Craftsman shall be paid craftsman's commission by the 15th day of the month following sale. If the craftsman's portion is less than \$10.00, their check will be withheld until such a time as craftsman collects all of his work or sales generated by his work earn an accumulated amount of more than \$10.00.

7. Copyright. Craftsman warrants and represents that all artwork submitted by craftsman to Gallery will be craftsman's original creations. Craftsman further warrants that all crafts submitted shall be unpublished work to which craftsman possesses common law copyright.

8. Term of Agreement. Crafts should be replaced with different pieces annually. Any work left at Gallery for more than one year may be marked by Gallery at a reduced price to be determined by Gallery or to be taken off of display. Notification will be made to the craftsman in advance of this decision. Commissions will be based upon the reduced sales price. As space allows, craftsman work will be limited to a maximum of 6 pieces or as determined by the committee.

9. Title. Craftsman shall retain title to the crafts at all times subject to the terms of this contract. Gallery will attempt to exercise reasonable caution; however, the craftsman hereby assumes all liability for loss or damage to work submitted, whether in transit or after receipt.

10. Gallery hours are as posted on the web-site. Gallery reserves the right to change the hours at any time.

11. Promotions. Craftsman agrees to participate in the Gallery on the Square's layaway policy or other promotions provided by the Gallery.

12. Limitation of Damages. Notwithstanding craftsman's agreement that Gallery shall have no liability for any crafts delivered to Gallery, in any event, Gallery shall have no liability to exceed \$20.00 for loss or damage to craftsman's work.

13. Notices. Any notice required to be given shall be given to craftsman at the address indicated above. In the event that craftsman's address changes, craftsman shall promptly notify Gallery in writing of such change in address by indicating the changed address on the original copy of this agreement.

14. Web-site Representation. All Guild Members will have their names listed on the Gallery Art Roster

15. Title. Craftsman warrants that craftsman has complete and marketable title to all crafts tendered to Gallery pursuant to this agreement.

16. Guild Membership. All craftsmen are required to pay Guild Membership dues annually of \$20.00. Annual Guild dues will be paid with each renewed contract.

17. Miscellaneous. This agreement shall be deemed to have been entered into in Franklin, Simpson County, Kentucky. Any disputes regarding this agreement shall be governed by the law of the Commonwealth of Kentucky. This agreement shall not be interpreted in favor of or against either party by reason of draftsmanship.

This the ____ day of _____, 20__.

GALLERY ON THE SQUARE

GUILD CRAFTSMAN

Revised as of 9/09