

# Plymouth Arts Center

## Gift Shop

### Consignment Agreement & Guidelines

520 East Mill Street - Plymouth, WI 53073

The Plymouth Arts Center has opened a gift shop as part of the ongoing plans for our community arts organization. The new gift shop was planned to enhance services to our members and to invite the 'Community at Large' to regularly visit the Plymouth Arts Center to shop and to enjoy.

The Plymouth Arts Center is pleased to offer Artist/Members an opportunity to place their original artworks for sale in the PAC Gift Shop, under the following Guidelines and by mutual agreement of the Parties. The agreement is confirmed herein by signatures of the Parties.

**Consignors:** Must be members in good standing of The Plymouth Arts Center. Must create original Fine Art/Crafts that are clean, professional, and ready for sale. A brief history of sales is helpful in acceptance of artwork as inventory.

#### **The Process**

Contact the Plymouth Arts Center via U.S. Mail, phone, or email to confirm your interest in placing your original artwork for sale in the PAC Gift Shop. You may also stop by the Plymouth Arts Center to pick up a copy of the Consignment Agreement and Guidelines or access it online at our website.

Mailing address:	Plymouth Arts Center 520 E. Mill Street P.O. Box 253 Plymouth, WI 53073 Phone: (920) 892-8409	Email: info@plymoutharts.org  Website: <a href="http://www.plymoutharts.org">www.plymoutharts.org</a> <a href="http://www.plymouthartsgiftshop.com">www.plymouthartsgiftshop.com</a>
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A member of the PAC Gift Shop team will contact you to discuss your interest and to exchange information regarding current space available in the shop and timing of delivery.

**Inventory/Media:** Media types desired as consignment inventory shall include, but not be limited to: Wall-hung art (paintings, drawings, photographs, serigraphs and prints of original artworks created by Member/Artists) Wearable art (scarves, clothing, jewelry, hats, purses, etc.) 3-D Art – Decorative and Functional (art glass, pottery and ceramics, wood carvings, sculpture, etc.) Greeting Cards (created from original art of the member/artist)

**Selection of Shop Inventory:** The PAC Gift Shop shall have the final word on selection of inventory. Consideration will be given to salability, design, technique, seasonality, and appropriateness of shop inventory. The PAC Gift Shop reserves the right to reject works that do not meet our standards or will not fit within the confines of space available.

Following acceptance of your artwork for consignment sale in the PAC Gift Shop, you will be asked to complete The Consignment Agreement Form and Inventory Sheet (attached)

#### **Requirements of the Member/Artist upon Delivery of Artwork:**

- Wall-hung work shall be appropriately gallery wrapped or matted and framed. Artwork to be properly wired and ready to hang. Stable hangars must be provided by the Artist.
- Size of wall-hung art not to exceed 30"x25" or a total of 750 sq. inches, as framed.
- Unframed 2-D artwork for rack display must be matted, covered with plastic and priced
- 3-D Artwork (pottery, sculpture, ceramics, glass, etc.) not to exceed 10"x10"x10" in size.
- Larger 3-D pieces may be considered for display based on design and price point.

Product Information - Listed on the item

- Pottery/ceramics should be labeled for microwave, oven, and food safety.
- Wearable art should list fabric content and cleaning instructions.

Day of Artwork Check-In - Artist to supply the following:

- An up to date one page Artist Bio
- Business Cards (at least one dozen)

**Item Tags:** Each item listed on the Consignment Form and Agreement will have a corresponding tag attached to it with the following information:

- Artist Code (see instructions on Consignment Form and Agreement, Page 4)
- Sale Price

Staff of the PAC Gift Shop will produce the price tags.

**Number of Pieces per Member/Artist:** To be determined at the time of acceptance of the artwork. The number of pieces accepted at one time will depend on the space available.

**Sales / Consignment Fee for Gift Shop:** Artisan shall price his/her works to encourage sales, enable purchases as gifts and offer items at a wide range of price points. Pricing by Member/Artists is not to exceed **\$600** per item. The consignment fee due to The Plymouth Arts Center shall be 30% of the sales price. 70% of the sales price will be remitted to the Member/Artist. Artists will be paid for sold work in the gift shop within two weeks of the end of the month. Operation of the PAC Gift Shop shall be handled by staff of the Plymouth Arts Center with occasional assistance from member volunteers.

**Sales/Consignment FEE for NEW Website:** Artisan shall price his/her works to encourage sales, enable purchases as gifts and offer items at a wide range of price points. Pricing by Member/Artists is not to exceed **\$600** per item. The consignment fee due to The Plymouth Arts Center shall be **35%** of the sales price **65%** of the sales price will be remitted to the Member/Artist, since the PAC must pay for the website, take pictures, upload, ship out, etc. Artists will be paid for sold work in the gift shop within two weeks of the end of the month. Operation of the PAC Gift Shop shall be handled by staff of the Plymouth Arts Center with occasional assistance from member volunteers.

**\*\*\* To opt out of the Gift Shop Website initial here**

**Rotation of Inventory / Duration of Consignment Period:** Inventory will be kept fresh by confirming the length of consignment periods to run concurrently with the number of weeks in the current Gallery 110 North exhibit, and/or not to exceed **one** year. The Member/Artist will be notified if we need to replenish inventory with additional pieces during the consignment period. **You must have an appointment to bring in or rotate items.**

**Insurance:** The Plymouth Arts Center is not responsible for damage or theft of artwork while in transit to or from the PAC. Cost of all transit is the responsibility of the Member/Artist. The inventory will be inspected at the time of check-in to the retail shop. Damaged pieces will not be accepted for sale. All artwork is covered by insurance while on the premises of The Plymouth Arts Center. Valuations shown are those stated by the Consignor (Member/Artist). In the event the value is questioned on an insurance claim, values will be based upon fair market value. If no records are available to support reasonable value, references to similar works by other artists will be used to establish value.

**Termination:** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Plymouth Arts Center Gift Shop or the Artist, by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within 30 days of the notification of termination, all accounts shall be settled, and all unsold Artworks shall be returned by the PAC Gift Shop.

## **Plymouth Arts Center Gift Shop - AGREEMENT Member / Artist Contract**

1. I have read and understand the Plymouth Arts Center Gift Shop Consignment Agreement & Guidelines.
2. I understand that I must be a paid member in good standing to sell my work in the Plymouth Arts Center Gift Shop
3. I understand that I must supply an up to date one page Artist Bio, 12 business cards and product information before my work will be accepted for sale.
4. I understand that the PAC Gift Shop will display my work to its best advantage in the space available.
5. I agree that my work will remain in the PAC Gift Shop during the dates of the Consignment Period recorded on this Agreement, until sold or until I have been asked to remove it.
6. I agree that while my work remains in the PAC Gift Shop, that PAC will be responsible for any damage to the work.
7. I agree that I will be responsible for picking up my work on the assigned date(s). If I do not fulfill this obligation and if my work is not picked up within 30 days of notification, that my work becomes the sole property of the Plymouth Arts Center Gift Shop.
8. I understand that the PAC Gift Shop will handle the sale of my work, charge the appropriate sales tax and divide the sale price 70% to me (the artist) and 30% to the Plymouth Arts Center Gift Shop **and/or divide the sale price 65% to me (the artist) and 35% to the Plymouth Arts Center Gift Shop, Only if sold off the PAC Gift Shop website.**
9. I hereby warrant that I created and possess unencumbered title to the Artworks, and that their descriptions are true and accurate.

By signing this form, I agree that I have read and understand the Plymouth Arts Center Gift Shop consignment policies on page 3, have met all requirements, and will adhere to these policies and guidelines.

Member/Artist \_\_\_\_\_

Date \_\_\_\_\_

# Plymouth Arts Center Gift Shop Consignment Form & Agreement

**Member/Artist ID** \_\_\_\_\_ (first name initial + first 3 letters of last name in CAPS)

**Member/Artist Name** \_\_\_\_\_

**Member/Artist Address** \_\_\_\_\_

**Home Phone** (\_\_\_\_) \_\_\_\_\_ **Cell Phone** (\_\_\_\_) \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Dates of Consignment Period** \_\_\_\_\_

Please complete this Consignment Form & Agreement prior to bringing in items to The Plymouth Arts Center Gift Shop. Each item should have Member/Artist ID Code and a consecutive number in caps along with the sales price. No number is to be used more than once. **(Example: John Smith JSMI 1, JSMI 2)** Item will be crossed out and initialed by PAC Gift Shop when sold or removed from PAC Gift Shop.

<u>ID + #</u>	<u>Date In</u>	<u>Description / Size</u>	<u>Retail Price</u>	<u>Date Out</u>	<u>Sold</u>	<u>RMVD</u>

**Date for Pick-Up of all Unsold Artwork** \_\_\_\_\_

By signing this form, I agree that I have read and understand the Plymouth Arts Center Gift Shop consignment policies on page 3, have met all requirements, and will adhere to these policies and guidelines.

**Member/Artist** \_\_\_\_\_ **Date** \_\_\_\_\_

**PAC Gift Shop Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

