



Contract for Artists (Gallery and Gift Shop)

This document witnesses an agreement entered into this _____ day of _____, _____, by and between _____ as "Consignor," and Up North Arts, Inc of 601 Chestnut, Cadillac, Michigan, as "Consignee."

GENERAL: This is an agreement for Consignee to sell Consignor's personal property for a period of 6 months from the execution of this agreement. Consignor agrees to maintain and rotate their work every two months and provide current, signed, inventory sheets for all changes to Consignee. **Consignor understands all items should be seasonably appropriate for maximum sales opportunity. All items must be approved by Consignee before display.** No items may be removed from the premises, **either temporarily or permanently** prior to the expiration of this agreement. Consignor further agrees to voluntarily work at least one (1) four hour shift at Consignee's gallery or gift shop once per month during the time of this agreement.

INVENTORY: Consignor will keep a current inventory of all work, which includes UNA assigned numerical identification and price and provide a current copy to Consignee. Current Inventory Sheets **MUST** be signed by both Consignor and Consignee. Inventories should contain as much detail as possible, including (if available) codes, model, size, color and style numbers, etc. Amended inventory sheets may be added but must be signed by both parties.

PAYMENT TERMS: Consignee will retain 40% of the commission for all those without a UNA membership and 30% of the commission for all Consignors with a UNA membership. Commissions on all works sold are based on the cost **before taxes and fees**. I understand that Consignee is responsible for all sales tax and credit card fees for sold items. Consequently, Consignee will retain current Michigan sales tax and credit card fees for all items sold. **All payments to Consignor will be distributed, by check, between the 1st and the 15th of the month for all previous month sales. Concurrently, Consignee will provide a record of payments, inventories, taxes and fees retained for all items sold.**

RISK OF LOSS: Consignor understands that Consignee will take every reasonable precaution to protect Consignor's work from theft, damage, or loss. However, Consignor agrees that Consignee cannot guarantee the safety of items displayed on the UNA property and expressly waives, releases and discharges Consignee from any and all claims, losses, or damages resulting from or during the display. Consignor further agrees to indemnify and hold harmless Consignee and their respective officers, trustees, members, agents and associates from and against any losses, claims, costs, actions, or expenses (including reasonable attorney fees) resulting from or during the display.

PACKAGING: Consignee will provide all price tags and packaging. If anything special is needed to package or tag products, Consignor will provide special tagging and packaging materials to Consignee.

WARRANTY: Consignor warrants that all items provided for sale are free of copyright infringements. Further, Consignor warrants that they own the item and no other person or



company has an interest in the item. **Consignor will be responsible for the cost of legally defending these warranties.**

CANCELLATION: Any party to this agreement may terminate the contract prior to its expiration by providing written notice thirty (30) days prior to cancellation.

WAIVER: Consignor will provide Consignee a headshot and artist statement upon execution of this agreement for use on the UNA website, in related news publications, and any and all social media.

STATE LAW AND JURISDICTION: This agreement shall be governed in all respects by the laws of the State of Michigan. Any legal action arising out of the terms of this agreement shall be brought in the State of Michigan and in the County of Wexford.

ENTIRE AGREEMENT: This agreement constitutes the entire contract between Consignee and Consignor. No modification hereof shall be of any force or effect unless in writing and signed by the party claimed to be bound hereby.

Consignor Name _____

Home Address _____ City _____

E-mail Address _____

Medium _____ Website _____

Phone(home) _____ (business) _____

Phone (mobile) _____

Michigan Sales Tax ID # _____ Artist Number _____

Consignor Signature _____ Date _____

Consignee Signature _____ Date _____

Print Name _____

Committees: Circle those which you would be interested.
Product Display/Maintenance/Marketing/Jury/Event Planning/Bookkeeping/Social Media

Checklist: *Contract Signed/Inventory Sheets Signed/Photo & Artist Statement
Price Tags Affixed/Committee Preference Chosen*