

GALLERY ARTIST CONSIGNMENT AGREEMENT
(Revised April 2019)



Matthews Opera House and Arts Center
612 Main Street
Spearfish, SD 57783

(605) 642-7973
www.MatthewsOpera.com
gallery@matthewsopera.com

ARTIST NAME: _____
Please print legibly

Artist's contact information: (Strictly private, for The Matthews contact purposes only)

Address: _____
Street City/State/ZIP

Phone No.: Home: _____ Cell: _____

Work: _____

E-mail: _____
Please print legibly

SS# or Federal Tax ID# _____

This agreement defines and describes the relationship between the Matthews Opera House and Arts Center (hereinafter referred to as the "The Gallery") and the above-mentioned artist (hereinafter referred to as the "Artist"). The terms and conditions of this agreement are binding upon both parties as follows:

1. Artists are juried for acceptance into The Gallery by the MOH Gallery Committee for up to a period of one year. After one year, the contract will carry over into the next year on a month-to-month basis with the Artist Obligation (see **15.**) being fulfilled annually. Upon acceptance, the Artist agrees that the Gallery will act as **exclusive agent within the greater Spearfish area** in accordance with the Special Terms contained herein.
2. The Artist will determine the retail price of the work, with The Gallery retaining a 35% commission from this amount.
3. All works of the Artist are displayed at The Gallery on a consignment basis and remain the sole property of the Artist, until sold. On the event of a sale, The Gallery is responsible for collecting sales tax on the full price of the work sold and will remit this tax payment to the SD Department of Revenue. All sales will be subject to a 35% commission to The Gallery and this sum will be deducted from the payment made to the Artist for the sale. Payments for sales will be paid to the Artists by the 15th of the month following said sales. If the payment due the Artist is less than \$50.00, payments will be made quarterly.

Any artist may exhibit their work in **temporary shows** (30 days or less) within the greater Spearfish area if they agree to place signage that identifies the artist as represented by The Gallery at the Matthews Opera House and pay commission of either 35% or, if commissionable at the other location, the difference between outside commission and The Gallery 35% commission. Artists agree to pay the Gallery the commission at the time of the art sale. Artists may sell their work via their website, from their home, and from their personal studio without commission to the Gallery. **This clause excludes Festival in the Park sales.**

_____ (ARTIST INITIALS HERE)

All artwork sold by the Artist outside of The Gallery will be priced on an equivalent basis. All sales occurring due to referrals or specific gallery representation are commissionable and 35% is due to gallery. The artist also agrees to pay the above commission percentage to the gallery if a removed work is sold to a buyer who has seen the work at the gallery, and said sale occurs within a **ninety day period** following removal from the gallery.

_____ (ARTIST INITIALS HERE)

4. The Gallery does not insure any work against damage, loss, or theft while on the premises. It is the Artist's responsibility to insure his or her own work while at The Gallery and in transit.

_____ (ARTIST INITIALS HERE)

5. As part of the agreement, The Gallery agrees to provide liability insurance on the building and occupants, and to promote the Artist through exhibition openings, ongoing center events, and press releases. The MOH will not send paid mailings or paid advertising for Gallery events.

6. The Artist agrees to **replace artwork as it is sold and exchange unsold pieces regularly**. The Artist agrees to keep new work in The Gallery for a minimum of 60 days in order to give The Gallery a fair opportunity for sale of the work. The Artist agrees to keep contact addresses and phone numbers current and to reply to inquiries for presence at events or for additional information for publicity promotion.

7. Discounts: The Gallery is given the authority to give up to a _____% discount on pieces sold, or **no discount** in price to be offered.

8. The Gallery MAY MAY NOT have the artworks photographed to publicize and promote the artwork and The Gallery.

NOTE: If you choose to not have your pieces individually photographed and if you are a featured artist in Gallery shows, you will not be promoted in the same way as the other artists. We will not guarantee that your work will not be included in general photographs of The Gallery. All Gallery photography is taken for the sole purpose of promoting artwork sales.

9. The Gallery has the right to refuse work that does not meet the standards by which the Artist's work was originally juried into the space. **All 2D work must be wired properly for hanging.**

10. Either party may terminate this agreement at anytime with 30 days notice in writing. Upon termination of the contract, artwork will be removed within 30 days, unless there is a special agreement between the parties. **Artwork not collected within that time period will become property of the Arts Center and may be sold at fundraising events.**

11. Any dispute that may develop must be addressed to the MOH Board of Directors for resolution.

12. All artwork being checked in and checked out must be inventoried by the Artist and a Gallery staff member. **An appointment must be made with the Gallery Manager** at least 24 hours before a drop off or pick up. If an appointment has not been made with the Gallery Manager, **you will be asked to schedule a time with the Gallery Manager.**

13. Artists will provide a letter of authenticity as to whether the piece is an original, limited edition print, giclee, or print which will be attached to the back of each piece.

14. IRS form 1099 will be issued to artist at the end of the year *if* their sales in the previous year reached \$600 or more. The Matthews Opera House is not obligated to issue the 1099 form to Artists with sales less than this amount. If an Artist requires/requests additional end of the year reports The Matthews Opera House will charge a fee of \$25/hour for services. Artists are personally responsible for reporting all commissions to the IRS.

15. Artists are obligated to agree to one of two options for donation to the Art Center. These include, "Friend of the Matthews Opera House" monetary donation of \$50 or more, or finished artwork (ready for display) with a total value of \$150. **Artists are required to give a single finished piece unless otherwise agreed on.** Please mark below your intended donation. All donations must be received within 30 days of contract signing. This excludes volunteer hours which must be completed within a year of contract signing.

Friend of the Matthews Opera House Amount (at least \$50) = _____

-or-

Finished Artwork with value of \$150

16. Special terms and conditions:

17. Artist Checklist: Your pieces will not be displayed on the walls if this checklist is not complete, **and** you will not be promoted on our website until this is complete.

1. We must have your artist bio, written in the third person, turned in with this signed contract.

_____ (ARTIST INITIALS HERE)

2. We must have **high quality JPEG** images of selected artwork emailed to us so we may put them on our website.

_____ (ARTIST INITIALS HERE)

3. You must have your W9 form filled out completely.

_____ (ARTIST INITIALS HERE)

4. You must have your "Artist Obligation" (See **15.**) decided and a date selected to turn in payment/artwork.

_____ (ARTIST INITIALS HERE)

Both Parties understand and agree to abide by the above terms and conditions and accept same, as witnessed by the signatures below.

Artist: _____

Date: _____

Printed Name: _____

The Matthews Opera House & Arts Center

BY: _____

Date: _____

Printed Name: _____

Title: _____