

**GALLERY ARTIST CONSIGNMENT AGREEMENT**

(Revised April 2022)

**MATTHEWS**

**OPERA HOUSE & ARTS CENTER**

612 Main Street, Spearfish, SD 57783

(605) 642-7973

[www.matthewsopera.com](http://www.matthewsopera.com)

[gallery@matthewsopera.com](mailto:gallery@matthewsopera.com)

**ARTIST NAME:**

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*Please print legibly*

**Artist's contact information:**

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*(Strictly private, for the Matthews contact purposes only)*

**Address:**

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*Street*

*City/State/ZIP*

**Phone: Home:**

**Cell:**

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**Work:**

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**E-mail:**

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*Please print legibly*

**This agreement defines and describes the relationship between the Matthews Opera House and Arts Center (hereinafter referred to as "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.

2. The Artist will determine the retail price of the work, with The Gallery retaining a 22% 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. In 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 22% 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 15<sup>th</sup> of the month following said sales. If the payment due the Artist is less than \$50.00, payments will be made quarterly.

\_\_\_\_\_ (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 22% is due to The 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 will 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 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 Matthews Opera House 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.
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. Artwork must be framed. Unframed canvas work must have edges 1.75" or greater, must not be warped or bowed, and edges must be painted/finished. **NO GLASS.** Please use plexiglass. The Gallery is not responsible for works under glass that has been broken or damaged while on the premises.
10. Either party may terminate this agreement at any time 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 Matthews Opera House Board of Directors or Exhibits Committee 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. Only original works of art are accepted. No giclee or reproductions are allowed unless given explicit permission from the exhibits committee or Board of Directors.
14. IRS form 1099 will be issued to The 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 required to donate one finished piece of artwork (ready for display) sized 8"x10" (or approximate) to be sold in the Matthews gift shop as a fundraising item. The substrate may be provided by The Gallery upon request. All donations must be received within 30 days of contract signing.
16. Special terms and conditions:  

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**17. Artist Checklist:** Your piece(s) 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.

- a. We must have your artist bio, written in the third person, turned in with this signed contract.  
\_\_\_\_\_ (ARTIST INITIALS HERE)
- b. We must have **high quality JPEG** images of selected artwork emailed to us so we may put them on our website.  
\_\_\_\_\_ (ARTIST INITIALS HERE)
- c. You must have your W9 form filled out completely.  
\_\_\_\_\_ (ARTIST INITIALS HERE)
- d. You must have your "Artist Obligation" (See **15.**) date selected to turn in artwork.  
\_\_\_\_\_ (ARTIST INITIALS HERE)

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

Artist:

Date:

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Printed Name:

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**The Matthews Opera House & Arts Center**

BY:

Date:

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Printed Name:

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Title:

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