



Clear Lake Arts Center

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www.clearlakeartscenter.org

The Clear Lake Arts Center, as Consignee, and _____ the artist, as Consignor, agree to the following terms and conditions for purpose of selling the artist's artwork at Clear Lake Arts Center beginning on this date, _____, until either party elects to end this agreement.

Artists will submit an application for consignment sales in the Arts Center's gift shop by sending an email using the application guidelines provided on the Arts Center's website. All artwork must be designed and created by the artist. Upon approval, the artist is to make an appointment with the director for the artists to bring in their art to be reviewed for selection to be displayed on consignment. All creative works will be selected and curated to suit the needs of the Arts Center. Determine your retail price based on the **consignment distribution of 75% paid to the artist and 25% retained by the Arts Center.** To preserve the integrity of your artistic talents and investment in your work, the Arts Center will not offer discounts on your work or lease. Please, price your work accordingly.

Conditions:

- 1. Completion of Forms:** Before any creative works will be displayed, **artists must complete the required paperwork** which consists of this agreement, W-9 form, and a gift shop inventory list. Any incomplete forms will result in your work not being entered into the gift shop offerings.
- 2. Art Selection:** The artist is to make an appointment with the director for the artists to bring in their art to be reviewed for selection to be displayed on consignment. The number of artworks selected for consignment shall be at discretion of the Arts Center.
- 3. Inventory:** In an effort to keep gift shop fresh and based on the Arts Center's yearly activity cycle, the gift shop will be refreshing the consignment offerings **three (3) times a year.** January, May, and September. Any creative works presented outside these three months will be rejected. ***Artists must make appointments to renew their creative offerings.*** Any art coming in or out going without an appointment or left without talking to the director will be rejected for consignment. Any creative works removed without a prior appointment with or permission from the director will result in the artist being removed from our artist roster. A gift shop inventory sheet will need to be completed before the new creative work will be offered in the gift shop. You will be provided a copy of this form for your records. Artists may be asked to remove artwork that has remained at the arts center for more than eight months. If your creative works sales have been trending, the Arts Center may contact you to arrange for more work to be brought in.
- 4. Presentation:** The presentation will be at the discretion of the Arts Center. We try our best to represent all your work the Arts Center selects, however, there are times were your work may not be on display. All 2-D artwork must be **wired** for hanging. Cards, either individual or bundled, must be covered with clear covering for a professional presentation and protection.
- 5. Liability:** The Arts Center will do it's best to handle your creative works with the utmost care. **The arts center shall not be responsible for damage or loss of artwork.** Artist warrants he/she possesses unencumbered title to all artworks offered for sale and shall be responsible for insuring their artwork.
- 6. Sales Tax/1099 Reporting:** The arts center will collect and pay the state tax due on the artist's portion of each sale. Artists who's yearly cumulative sales reach \$600 or more will be issued a 1099-misc form in January for your tax preparation.

7. Outside Sales: Consigned items accepted by the Arts Center will not be offered for sale outside of the Arts Center During the commission cycle. If you have a party interested in purchasing the artwork, direct them to the Arts Center for the purchase of the work.

8. Commission Payments: The arts center will pay artists commissions three (3) times per year for works sold. Commission checks will be sent by the end of the months of May, September, and December.

9. Commission Checks: Commission checks must be cashed or deposited by the artist within 90 days from the date of issuance. If not, the monies will be considered a donation to the Clear Lake Arts Center in the name of the artist.

Artists Name (printed) _____

Street _____

City _____ **State** _____ **Zip** _____

E-mail _____ **Phone#** _____

Consigning Artist's Signature

_____ Date _____

Clear Lake Arts Center Representative's Signature

_____ Date _____