

Greater Livingston County Arts Council

Art Center Gallery/Vendor Membership

Gallery Members will be adults from the Greater Livingston County area who are active participants in the operation of the art center. To be considered an active participant a member must:

- Participate as a vendor in the art shop who fulfills the obligations set up in the Vendor Agreement (required)
- Volunteer working 2 or more shifts each month in the shop, with the understanding that if 4 work shifts are missed in a calendar year, vendor membership changes to that of patron (required)
- Serve on the art center Board of Directors (optional)
- Serve on an established committee and be actively involved in that committee (required)
- Volunteer by performing other duties at the art center on a regular basis, as approved by the Board Optional)
- Teach or assist in the teaching of a class or workshop (optional)
- Donate food for and attend monthly gallery show openings to support fellow artists (optional)

Dues for gallery members are due at the beginning of each year. Gallery members in good standing (those who are current in the payment of their dues and who meet the requirements of the vendor agreement and the stipulations stated above) are welcome to attend all general meetings, gallery openings, open studios, and any other events sponsored by GLCAC. They will also receive the organization's newsletter via email.

Gallery Member Information:

Name: _____

Business Name (if applicable): _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Cell: _____

Email: _____ (please print legibly)

As an organization that is committed to being involved in the community, we often have opportunities for publicity in variety of venues and have a responsibility to fellow members. If you do NOT agree to any of the following, please indicate so by writing NO in the space provided.

_____ I agree to have my name, address, phone number, and email published in a member directory.

_____ I agree to have my artwork shown in the art center front window display. (If you have specific exceptions, please state here:

_____ I agree to have my photograph or name mentioned in promotional materials, such as brochures, newspaper articles, facebook entries or other mass media venues.

_____ I agree to respect the rights of other art center members and will not take photos of, copy, or reproduce artwork of other members without their permission.

Signature _____ Date _____

If you are unable to pay dues, confidential financial assistance is available. You will not be turned away due to an inability to pay dues. Please call (815) 419-2472 and ask for Vickie or Pam. Updated February 2021

Greater Livingston County Arts Council
209 W. Madison St., Pontiac, Illinois 61764 (815) 419-2472

Art Consignment Agreement for vendor # _____

(All artists must be approved by the jury committee and become members before receiving a vendor number.)

Name _____ **(the Artist)**

Address _____

Email _____ **Telephone** _____

and the Greater Livingston County Arts Council hereby enter into the following agreement:

1. Agency Purposes:

The artist appoints GLCAC as agents for the works of art consigned under this agreement, for the purposes of exhibition and sale. GLCAC shall not permit the artworks to be used for any other purposes without the consent of the artists. The artist understands that wall and shelf space for said exhibition and sale are limited. GLCAC reserves the right to rearrange and rotate artworks wherein all pieces may or may not be on display at all times. GLCAC reserves the right to reject artwork. Pieces can be reviewed by the Board and accepted or rejected according to the Board's procedures.

2. Consignment

The artist hereby consigns to GLCAC and GLCAC accepts on consignment those artworks listed on the artist's Inventory Sheet(s), which is part of this agreement. Additional inventory sheets of other artwork may be incorporated into this agreement. All Inventory Sheets shall be signed by the artist.

3. Warranty

The artist hereby warrants that he/she created and possesses unencumbered title to the artwork and that the descriptions are fair and accurate.

4. Duration of Consignment

The artist and GLCAC agree that the initial terms of consignment for the artist's works to be sixty (60) days, and that the artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the artist requests the return of any or all of the artworks or until GLCAC requests the artist to remove or swap in/out an of the artworks. The other party shall comply with said request within 14 days.

5. Transportation Responsibilities

Shipping duties and charges in the delivery of artworks to GLCAC from the artists or from GLCAC to the artist shall be the responsibility of the artist.

6. Responsibility for Loss or Damage

GLCAC will make reasonable efforts to prevent loss and damage, but the artist acknowledges that items left for consignment are not indemnified by GLCAC and will hold GLCAC harmless in the event of loss or damage. All sales through the shop are final.

7. Fiduciary Responsibilities

Title to each of the artist's works remains with the artist until the artist has been paid in full amount for the artwork: title then passes directly to the purchaser. All proceeds from the sale of the artist's works shall be held in trust for the artist.

8. Notice of Consignment

GLCAC shall give notice by means of a clean and conspicuous sign in full public view that certain works of art in GLCAC are being sold subject to a contract on consignment.

9. Removal from GLCAC

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GLCAC shall not lend, sell on approval or layaway any of the artist's works without first obtaining written permission from the artist. Written permission shall include but not be limited to facsimile or email.

10. Pricing GLCAC's Commission. Terms of Payment

GLCAC shall sell the artist's works only at the retail price specified by the artist and listed on the inventory sheet, unless permission from the artist is granted to do otherwise. The artist agrees that the commission for the sale of the artwork is 25% of the sale price. Payment will be made by GLCAC to the artist on a schedule determined by the treasurer.

11. Promotions, Sales

GLCAC agrees to provide sales floor service and display space for the artworks. GLCAC may undertake other promotional activities on the artist's behalf, such as print advertising, website advertising, shows and openings. For solo or group art exhibits the artist must sign a separate art show contract before the show is hung. The artist shall identify clearly all artworks with the artist's name, vendor number, the artwork's title, description, and price. The artist's name, vendor number, the artwork's title, and price shall be included on the bill of sale of each of the artworks.

12. Reproduction

The artist reserves all rights to the reproduction of the artworks, except as noted in writing to the contrary. GLCAC may at any time arrange to have the artworks photographed to publicize and promote the artworks through standard and reasonable means, including but not limited to print advertising and internet display. In every instance of such use, the artist shall be acknowledged as the creator and copyright owner of the artwork.

13. Accounting

A statement of accounts for all sales of the artworks shall be furnished by GLCAC to the artist upon written request only. The artist shall have the right to inventory his/her inventory in GLCAC.

14. Artist Commitment

The artist agrees to join a committee and be an active member of GLCAC. The artist agrees to work a minimum of 2 shifts per calendar month or equivalent service (as approved by the Board). Any artist accumulating 4 months of unexcused work absences in a calendar year will have their work removed and be moved to patron status for the remainder of the year. They must jury in again to have work displayed.

15. Termination of Agreement

Notwithstanding any other provisions of this agreement, this agreement may be terminated at any time by either majority vote of the GLCAC board or the artist, by means of written notifications of termination from either party to the other.

16. Procedures for Modification

Amendments to this agreement must be signed by both the artist and GLCAC and attached to this agreement. Both parties must initial any additions or deletions made on this standard consignment agreement.

17. Choice of Law

This agreement represents the entire agreement between the artist and GLCAC. If any part is held to be illegal, void or unenforceable for any reason such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of the provisions of the agreement shall not be construed as a continuing waiver of any other breaches of the same provision or other provisions. This agreement shall not be assigned, nor shall it insure to the benefits of the successors of GLCAC, whether by operations of law or otherwise, without prior written consent of the artist. This agreement shall be governed by the law of the State of Illinois.

Artist Signature _____ **Date** _____