



Valley Art Holiday Shop Consignment Agreement

Artist Name _____

Artist's Business Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email Address _____

Valley Art Center shall exhibit and sell Artist's consigned work under the following conditions:

1. Valley Art Center (VAC) shall have the right to show and use consigned artwork for the purpose of sale to its customers in the Valley Art/Shop for a term of Nov 1-Dec 21, 2024 during business hours (Monday-Saturday) and special events. Sales may occur before the designated time frame as VAC does not close their shop for set up.
2. Typically, participants in the Valley Art/Shop consignment program are obligated to hold membership with Valley Art Center. However, **this obligation is exempt for artists participating in the Holiday Shop and shall solely apply should their consignment endure.**
3. Artist hereby warrants that the artwork was created personally and by hand and possesses an unencumbered title to the artwork. **Artwork price falls at or under \$250.**
4. Artist retains ownership and all legal rights pertaining to their artwork.
5. Artist's work may be photographed without compensation to the Artist for advertising and promotional purposes.
6. Artist agrees to assist the VAC in the promotion of artwork and the Valley Art/Shop.
7. The Artist warrants that the artwork provided to VAC is not simultaneously available for sale at any other physical or online establishment during the term of this agreement, with the exception of reproductions.
8. If the Artist fails to respond to VAC communication attempts regarding their consigned artwork within a period of four months, the artwork shall be deemed forfeited and ownership will transfer to VAC.
9. Artist assumes responsibility for all costs of shipping and handling for delivery and return to VAC.
10. Retail prices for the consigned artwork are established by Artist. VAC will collect and pay sales tax.
11. **Gallery fees for consigned works: Upon sale of Artist's work, VAC shall pay the sale price to the consignor less a 35% commission via ACH direct deposit within the first 10 days of the month following the sale.**
12. Neither Valley Art Center nor the Valley Art/Shop are responsible for damages to artwork left for consignment. It is VAC policy however that, if a customer breaks an item, they are responsible for purchasing the item at sale price. Such proceeds are paid to the artist without commission.
13. Valley Art Center does carry insurance for fire, burglary, and theft, and is liable to Artist for any such losses only to the extent of its recovery under VAC insurance policies. Proof of value may be required. Picture glass, damage from improper framing, wiring or inadequate supports are not covered.
14. Disputes under this agreement shall be settled by a private arbitrator agreed upon by both parties. This Agreement shall be governed by the laws of the State of Ohio.

The undersigned agree to the above terms of consignment of work at Valley Art/Shop.

Artist's Signature

Date

Valley Art Center Representative

Date