

11 W. 8th St. * P.O. Box 585 * Red Lodge, MT 59068 * (406) 446-1370

2010 CONSIGNMENT AGREEMENT

ARTIST NAME: _____ DATE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE (HOME): _____ PHONE (BUSINESS): _____

PHONE (CELL): _____ EMAIL ADDRESS: _____

WEBSITE: _____

(all contact information is required)

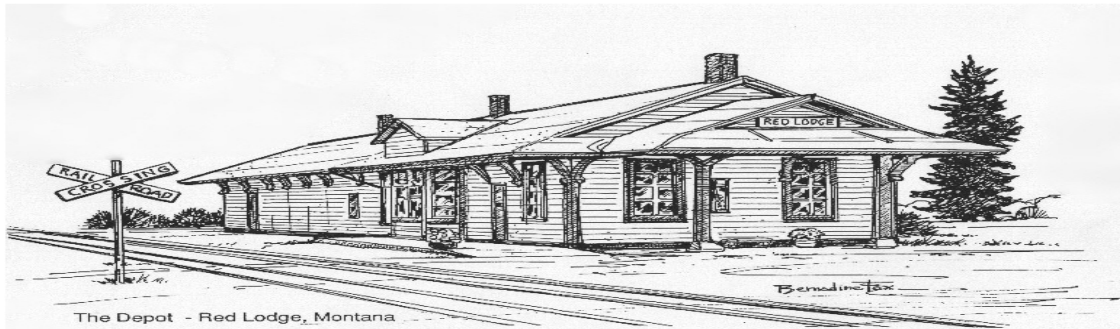
The work submitted for consignment and display at the Carbon County Arts Guild & Depot Gallery (CCAG) will be the work of a Carbon County Arts Guild member. All artwork will be deserving of artistic merit and be of appropriate content. Merit and content is at the sole discretion of the Executive Director and the Board of Directors.

The Carbon County Arts Guild & Depot Gallery receives 40% of the retail price on all items. It is the responsibility of each artist to price his/her own work.

Items for display may be submitted at any time during the membership period. Scheduling a time to submit items is required. The number of items accepted at any time is at the sole discretion of the Executive Director. All artwork submitted for display will be framed and wired according to the Executive Director's guidelines. Each framed item and sculpture will have the artist's name, title, medium, item number (if appropriate for the artist's own inventory), and price printed clearly and attached to each item. All other items including, but not limited to, jewelry, pottery, fiber arts, note cards, and books will have the artist's name, item number (if appropriate for the artist's own inventory), and price printed clearly and attached to each item. The condition of each item for consignment may be noted when entered into inventory.

Artwork will be consigned for up to a 9 month period. The Executive Director retains the right to keep work longer than the 9 month period. Upon expiration of the 9 month period, it is the artist's responsibility to remove the items in a timely manner. The CCAG has no provision for shipment of artwork to an artist. Shipping arrangements and expenses are solely the responsibility of the artist.

Items for consignment may be removed by the artist from the CCAG at any time during normal business hours. If the artist needs to have artwork removed by someone other than him/herself, the artist will notify the CCAG. Scheduling a time to remove items is required.



Membership dues will be paid annually. It is the responsibility of the artist to ensure dues are paid and current. In the event that dues are not paid in a timely manner and the artist's work is on display, the Carbon County Arts Guild will make reasonable efforts to contact the artist. If the artist dues still remain in arrears, the Carbon County Arts Guild will remove the artist's work from display and contact the artist to pick up all work. If after 9 months and the artist has not paid the required dues and picked up the work, the remaining work is considered abandoned property and becomes the sole property of the CCAG. Disposition of all abandoned artwork is at the discretion of the Executive Director or the Board of Directors.

The CCAG makes every effort to safeguard members' artwork from theft and damage. However, the CCAG is not responsible for theft or damage. It is at the discretion of the artist to carry his/her own insurance on submitted artwork.

The artist is required to have current contact information on file at the CCAG at all times. An email address is required for all artists for use in regular, artist-only communications and for emergencies.

The artist's contact information, including name, address, home/business/cell phone number, and email address may be shared with other organizations at the discretion of the Executive Director or the Board of Directors. Artist's contact information may be shared with customers who may be interested in seeing more work or to facilitate a commission.

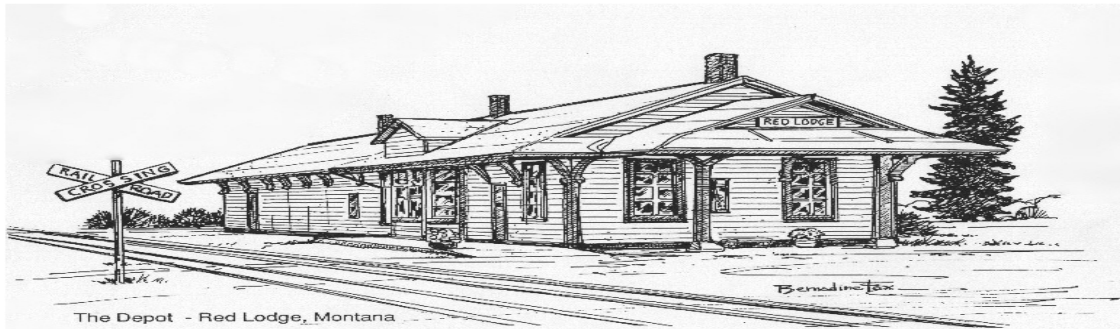
An artist biography is required. The artist is responsible for maintaining a current biography and providing the CCAG with any updates as needed.

Any or all artwork may be photographed and images used for the CCAG's website, advertising and promotional events. Images on the artist's own website and on the artist's page on the CCAG's website may be copied and used for the above stated purposes.

The artist is required to read the newsletter and comply with appropriate requests and guidelines.

HONOR POLICIES: The following policies are based on the honor system and can be negotiated with the Executive Director, who may take into consideration individual factors as they pertain to each artist and each circumstance. The honor policies are:

- 1) If artwork is brought to the CCAG for a gallery talk or workshop and it is sold during the event, the artist will give 20% of the retail sales price to the CCAG.**
- 2) If artwork is created during a CCAG sponsored workshop and it is sold during the workshop, the artist will give 20% of the retail sales price to the CCAG.**
- 3) If the CCAG staff arranges for a commission, the artist will give the CCAG 15% of the retail sales price.**



4) If the CCAG staff sends a customer to the artist's studio or gallery and sales result, the artist will give the CCAG 10% of the retail sales price.

5) If a customer wants to purchase artwork previously seen by the customer at the CCAG, the sale will be managed through the CCAG and the artist will give the CCAG 20% of the retail sales price. The length of time the artwork has been gone from the CCAG should be discussed with the Executive Director if the artist wishes to negotiate the CCAG's percentage.

I have read, understood, and agreed to the terms on all pages for consignment with The Carbon County Arts Guild & Depot Gallery, a Montana non-profit corporation. I release The Carbon County Arts Guild & Depot Gallery and its Board of Directors, individually and severally, from any and all claims, demands, actions, causes of action of suits of any kind or nature whatsoever, known or unknown, which may result from the consignment of my works at the Carbon County Arts Guild & Depot Gallery, Red Lodge, MT.

DATED THIS _____ DAY OF _____ 20____

SIGNATURE: _____

PRINTED NAME: _____

ACCEPTED BY: _____