

MCA GIFT SHOP - Marion Cultural Alliance – 2020 CONSIGNMENT AGREEMENT

(Please return signed copy along with delivery of your inventory)

Name: _____

Phone(s): _____ Email: _____

Seasonal residents must leave both addresses and dates of changes in residency.

Address _____

City _____ State _____ Zip _____

From: _____ To: _____

Consignment Code (Artist Number, assigned by MCA Gallery Manager): _____

THIS CONSIGNMENT AGREEMENT is made and entered into on the date shown below between Marion Cultural Alliance (hereinafter “MCA”) and you (hereinafter “Consignor”) for consignment of artwork in Gift Shop. The MCA reserves the right to specify general policies and procedures relative to the conduct of MCA, including procedures relative to labeling of merchandise. Consignor agrees to comply with all such policies and procedures. MCA reserves the right to reject any items. This Consignment Agreement does not constitute any agreement on the part of the MCA to purchase any merchandise and constitutes a consignment agreement only. The MCA Gift Shop is located in the Brick City Center For the Arts at 23 SW Broadway St., Ocala, FL 34471.

Consignment Merchandise. Consignor agrees to deliver items on consignment to the MCA according to the terms and conditions in this Consignment Agreement. Items delivered must be labeled in accordance with “Labeling” described below and accompanied by an Inventory sheet (a complete list of all merchandise delivered). Let staff know if you have any special handling requirements for your artwork. A maximum of 3 items per artist is allowed. (Excluding jewelry, prints, and smaller items – at the discretion of The Gallery Manager. The Gallery Manager has the discretion to accept or reject any item.

Consignor will refresh inventory periodically throughout the year (at least quarterly or more often) unless other arrangements are made. (If inventory needs to be removed and we’ve reminded you twice, the work may become the property of Marion Cultural Alliance.

Merchandising and Display: Merchandising and display of each artist work will be the responsibility of the Gallery Manager (not the artist) – please do not rearrange displays. All hanging artwork will be examined for properly secured wiring. The wire must be able to withstand the weight of the piece to be hung on the MCA system.

Pricing with Consignment Fee: Consignor agrees to price items to include 30% consignment fee which will be kept by Marion Cultural Alliance. *To determine the selling price (price you want to receive plus 30% consignment fee), divide the price you want to receive by .70. For instance, if you want to receive \$25 for an item, \$25 divided by .70 equals \$35.71 which you’d round off to obtain the retail price you place on the price tag/label. [Don’t just add 30% which would equal \$32.50 (and you wouldn’t receive but \$22.75!)]*.

Consignment Labeling. Your “Consignor Code” is assigned to you by MCA and is to be put on your inventory sheet and on the labels of items you place for consignment with MCA.

All items must have a neatly written price tag/label securely attached when delivered. The following information must be on the tags: Your Consignor Code and then the Item Number (your initials and a 3-digit number) and the Retail Selling Price (including 30% consignment fee to be retained by MCA).

Payment to Consignor. MCA agrees to make payment to the Consignor once consigned items are sold, after deduction of sales fee specified above. Checks payable to artists will begin to be processed on or about the 15th of the month following a sale. All questions relating to receipt of payments are to be addressed to the Administrative Assistant at carol.toner@mcaocala.com or by calling (352) 369-1500.

Risk for Merchandise Sold. MCA shall assume no risk or liability for any damage or injury caused by Consignor’s merchandise. Consignor shall save, indemnify and hold MCA harmless from any liability, damages or claims (whether meritorious or not) from any third party, including reasonable attorney’s fees and costs in defending against such action. You are solely responsible for your merchandise. Marion Cultural Alliance / Brick City Center for the Arts will not be responsible for any breakage, damage, loss, or theft. We will treat your items with care and display them in the safest and best possible manner to encourage sales.

Sales Tax. MCA will collect and pay sales tax to the appropriate authorities.

Books and Records. The MCA agrees to keep proper books and accounting records containing complete information concerning all merchandise of the Consignor received, stored and sold. Books and records shall be available to Consignor upon reasonable notice.

Any modifications to this agreement should be put in writing on front or back of this agreement and be dated & initialed by both parties.

Consignor

Date

Marion Cultural Alliance

Date



August 11, 2020
2020 Gift Shop Agreement