



MCA'S THE SHOP CONSIGNMENT AGREEMENT

(Please return signed copy along with approved items & Inventory Sheet)

Name: _____
Phone: _____ Email: _____
Address: _____
City: _____ State: _____ Zip: _____
Artist Membership Status / Renewal Date: _____
Inventory Sheet? _____ Artist's Statement? _____ # Items on Display: _____
Consignment Period: _____

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 The Shop at The Brick. 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 Shop at The Brick is located at 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 "Shop Guidelines" 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 10 items per artist is allowed. (Excluding jewelry, prints, and smaller items – at the discretion of The Gallery Director). The Gallery Director has the discretion to accept or reject any item for any reason.

The Shop Standards: Consignor agrees to have work on display until the end of the consignment period (90 days minimum). At the end of 90 days, MCA reserves the right to KEEP the artist's unsold merchandise, ADD new merchandise by the artist (upon request only), or RETURN all merchandise for artist to pick up once the consignment period ends (_____). Once the approved items are on display, consignor cannot add, exchange, or withdraw works from inventory until after the consignment period concludes, or unless previously approved by the Gallery Director. All new artworks must be submitted online and approved by the Gallery Committee, no exceptions. Please do not bring in any items that has not been pre-approved by the Gallery Director and the Gallery Committee. If inventory needs to be replenished, the Gallery Director will contact the artist directly. Any artwork left at The Brick for over 30 days without prior consent from the Gallery Director will be considered a donation to MCA's annual fundraiser, 'Art in the Attic'.

Merchandising and Display: Merchandising and display of each artist's work will be the responsibility of the Gallery Director (*not the artist*) – please do not rearrange displays. All hanging artwork will be examined for properly secured wiring and presentation. The wire must be able to withstand the weight of the piece to be hung on the MCA system. All artworks must be "gallery ready" and follow MCA's gallery standards for 2D and 3D pieces (Attachment A). The consignor is encouraged to submit a resume and/or artist's statement updated through their ArtCall profile.

Marketing: To promote the sale of art in The Shop, MCA requests the consignor's permission to use images of the consigned art to be marketed in MCA's weekly newsletter, website, social media platforms, and/or any other promotional material including posters, banners, brochures, invitations, flyers and postcards. The title of the work and artist's name will be included with each use the image. Consignor is encouraged to use their own social media/website to promote their work, pointing followers to The Shop at The Brick. A copy of The Shop's logo is available digitally upon request.

Pricing with Consignment Fee: Upon the sale of an item, 70% is paid to the artist, 30% retained 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 placed on the price tag/label. [Don't just add 30% which would equal \$32.50 (and you wouldn't receive but \$22.75!)]*. Suggested price range for The Shop is between \$50 - \$350.

Consignment Labeling: All items must have a neatly written price tag/label securely attached when delivered. The following information must be on the tags: Artist's NAME, INVENTORY NUMBER (if applicable) and the RETAIL SELLING PRICE (including 30% consignment 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 courtney.kravig@mcaocala.org or by calling (352) 369-1500.

Risk for Merchandise Sold: MCA shall assume no risk or liability for any damage or injury caused by and to the 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. The artist is solely responsible for his/her merchandise. The Shop / Marion Cultural Alliance / Brick City Center for the Arts will not be responsible for any breakage, damage, loss, or theft. The Gallery team will treat items with care and display them in the safest and best possible manner to encourage sales.

Sales Tax / Discounts: 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.

By signing this agreement, consignor affirms having read this contract and agrees to all The Shop consignment policies. 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 Signature

Date

Received by (MCA): _____

