



Vendor # _____

Contract Term _____

125 E. George St.
Batesville, IN 47006
info@tsartisans.com
812-528-5748

GALLERY CONTRACT

AGREEMENT made this _____ day of _____, 20_____.

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Between:

Name of ARTISTS or Owner of Goods: _____

Name of Selling Entity: **TRI-STATE ARTISANS** 125 E. George St. Batesville, IN 47006

DESCRIPTION of Main Lines to be sold on consignment: *(you may have a max of three main lines, these lines will be guaranteed to not have direct competition added into the gallery, any changes to these lines must be approved by the gallery in advance).*

(any new items to be added to the gallery inventory, must be approved by the gallery before being added to inventory)

(main materials used to create your product, this will be used to identify if other products are in direct competition with your products. Ex. Fabrics, oils, etc.)

DESCRIPTION of Sub Lines to be sold on consignment: *(you may have up to 5 sub lines, these lines will be decided on by jury, and if another artist would like to join gallery with your sub line as a main, you will be asked to remove your subline - or you and artist can determine if the products are different enough).*

(any new items to be added to the gallery inventory, must be approved by the gallery before being added to inventory)

INVENTORY: Please provide an electronic Excel Inventory Document, along with a printed copy for our records. We reserve the right to ask any artist to complete an in gallery inventory once a year to update our records.

Tri-State Artisans will determine proper inventory levels for each consignor. All consigned items must be marked with final Sales Price and an Inventory number so that Tri-State Artisans may accurately report your sales at any point in time and enable you to maintain proper inventory.

Seller agrees to make best effort to maintain items in good condition and to display items as to enable sale in reasonable amount of time.

Artist is responsible for any needed display (displays are to be approved by Tri-State Artisans staff members)

INSURANCE: Is To Be Maintained by: ARTIST / OWNER OF GOODS Tri-State Artisans shall be held harmless for loss due to fire, theft, breakage, soiling or acts of God. If consignment property gets broken while on "Tri-State Artisans" property, "Tri-State Artisans" will attempt to collect consignor payment.

Consignor can not hold "Tri-State Artisans" liable for loss or damages. This is ALWAYS a possibility!

FEES: Twenty-Five (\$25) per month plus 13% commission on items sold (10% + 3% for Credit Card Charges, you will NOT be charged credit card fees). Contract term is 3 month minimum for initial term, then reverting to month by month, Discounts available for extended term contracts.

TAXES: Tri-State Artisans will pay all Sales Taxes levied on the consigned products while in Tri-State Artisans Possession.

PAYMENT: Monthly rent is due on or before the first of each month.

Payment for sales will be sent the 15th of each month. A detailed report of your sales will accompany payments. If rent is not received by the 15th of the month, it will be deducted from any sales payment for the prior month. Continued non-payment of rent will be reason for termination of contract and removal of goods. All delinquent rents will be settled in cash or transfer of goods of equal value to Tri-State Artisans ownership.

REMOVAL BY TRI-STATE ARTISANS: Tri-State Artisans will keep the consigned products safely stored at Tri-State Artisans place of business. Items may on occasion be transported by Tri-State Artisans to local craft fairs for display. Otherwise items will not be removed without the consignor's consent except upon their sale or expiration / termination of contract.

REMOVAL BY CONSIGNEE: Artists agrees to provide 30 days notice before ending contract to Tri-State Artisans *(if seller does not provide notice an additional 30 days rent will be added to the final accounting).*

Artist further agrees that items will be picked up during non-open hours *(this is to make sure items are not being pulled while customers are shopping) If arrangements are previously discussed, such as Tri-State Artisans staff to pull items so they can be picked up discreetly during open hours. We will try to accomodate you as much as possible, however it is the gallery schedule that will take precedence.*

Artist agrees that Tri-State Artisans has the right to refuse merchandise to leave without contract settlement in full. *(see payment section)*

Any goods not removed from Tri-State Artisans premises within 60 days after contract expiration / termination will be considered to be abandoned and revert to Tri-State Artisans ownership.

ONLINE SALES: If you wish to participate in the online sales site. You must provide photos of your products along with detailed descriptions for your products to the gallery. Tri-State Artisans staff will then post your items for sale online. Tri-State Artisans is not responsible for taking photos or descriptions for your work.

Your items posted online do NOT have to be represented in the gallery, if an item sells from the online site you will receive an email with the item sold details. You will be responsible for shipping the item in a timely manner and notifying the gallery of the date and method used to ship. If you fail to ship items in a timely manner your online products will be pulled from the site.

SUCCESSORS BOND: This Agreement shall be binding upon the assigns and successors in interest of the parties hereto.

ENTIRE AGREEMENT: This agreement contains the entire understanding of the parties and may not be changed orally but only by agreement in writing signed by the parties against whom enforcement for any waiver, change, modification, extension or discharge is sought.

Name of Artisan: _____

Name for Payments: _____

Mailing Address: _____

Home Telephone #: _____ Cell# _____

Email: _____

Preferred Contact Method: _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Consignor – ARTIST

BY: _____ Date _____

Consignee – TRI-STATE ARTISANS

BY: _____ Date _____