



WINNSBORO CENTER FOR THE ARTS

Artist Display/Consignment Agreement

This Artist Display/Consignment Agreement (Agreement) is made effective as of ____ / ____ / ____ between Winnsboro Center for the Arts, (WCA), a 501 (C) (3) non-profit organization and

_____ (Artist).

Artist Contact Information (please print):

Address _____

City, State, Zip _____

Phone _____ Email _____ Website _____

The parties agree as follows:

Subject Matter

This Agreement relates to certain works of art (ART) provided by Artist to WCA. Such ART shall be listed on the Attachment(s) affixed to this Agreement, which shall include the following information about the ART: date received by WCA, date returned to Artist (if applicable), title, description, medium, dimensions, sales price (if applicable) and date sold (if applicable). SKU and quantity will be indicated only if ART will be displayed in WCA's Gallery Gift Shop.

Attachment(s) must be signed and dated by Artist and WCA where indicated.

Additional Attachments shall be affixed hereto, as necessary.

Display of ART

WCA agrees to display ART in the Winnsboro Center for the Arts building.

WCA's agreement to display ART is contingent upon Artist abiding by all WCA rules and satisfying all WCA requirements. WCA shall have the sole right to display ART in any manner and in any location within the Winnsboro Center for the Arts building that it deems appropriate.

Sales of ART

Artist shall determine the sales price of ART, which shall be an amount exclusive of sales tax. WCA will collect monies from the sale of ART. Upon the sale of any ART, WCA shall pay Artist 75% of the sales price received and WCA shall retain 25% of the sales price received as its commission. WCA shall use reasonable efforts to issue and mail a check to Artist within 45 days of the date any ART is sold.

WCA shall collect sales tax from the sale of ART and remit tax collected to the Texas Comptroller.

Title to ART

All ART shall remain the property of Artist until sold.

Loss or Damage of ART

WCA will use reasonable efforts to protect the ART, but WCA shall not be responsible in any way for loss or damage to the ART while in its custody. WCA is generally amenable to utilizing Artist provided, lockable, display cases to help protect smaller ART such as jewelry.

WCA shall not be liable for any direct, indirect, special, incidental or consequential damages that may in any way relate to the ART.

Image Rights

WCA has the right to print, copy or reproduce images of ART for marketing and other purposes.

Abandonment of ART

If ART is not retrieved from WCA by Artist or person designated by Artist within 10 days of the scheduled Pick Up Date, it becomes the property of WCA and can be sold or otherwise disposed of as deemed appropriate by WCA.

Term

This Agreement shall cease to apply to each particular piece of ART at the time such ART is either (1) sold by WCA and WCA issues payment to Artist or (2) when such ART is returned to Artist.

This Agreement is effective as of the effective date above and shall continue until cancelled by either party by giving written notice to the other.

Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter. This Agreement supersedes any prior written or oral agreements between the parties relating to the subject matter.

This Agreement may only be amended by a document signed by both parties.

Applicable Law

This Agreement shall be governed by the laws of the state of Texas.

Accepted and agreed:

Winnsboro Center for the Arts
by _____

Artist
by _____

Print Name: _____

Print Name: _____