

ARTIST IN THE STORE AGREEMENT

This Artist Agreement (“Agreement”) is between The Craft Guild of Dallas (The Guild) and the undersigned. The Guild is delighted to accept submissions from Artists on the following terms and conditions. Your signature on this Agreement indicates your consent to abide by the terms set out in this Agreement. The definitions used in this Agreement are as follows:

“Guest Artist” - someone who is a member of The Guild and who is requested by the Selection Committee to display and/or sell their Artwork in The Store.

“Net Sales Proceeds” - the amount received on the sale of an Artwork, less all applicable state and local taxes.

“Committee” - A committee of other individuals as the Board may from time to time appoint to oversee operations of the Gallery.

“The Store” the gallery or store operated by The Guild, also known as The Craft Guild Store and The Online Gallery.

1. This is a consignment agreement. You remain the owner of all Artworks submitted by you to The Store.
2. The Board will establish the hours of operation for The Store which hours may change at the discretion of the Board.
3. All Artists who are members may submit Artworks for consideration for The Store and for the Sale simultaneously or may submit Artworks for consideration The Store only. You may submit five Artworks for consideration in the form of high quality Jpeg files. Decisions of which Artists’ work will be accepted for display in The Store will be made by the appointed committee. All decisions of this committee are final. You must be a current Member of the Guild to submit Artworks for consideration through the jury process.
4. The front desk will notify you that you have been accepted to place Artworks for sale in The Store by email.
5. You represent that all Artworks submitted by you for sale in The Store are original works handcrafted or handmade by you. You further represent and warrant that you have unencumbered title to the Artworks which you submit and that any description supplied by you regarding any Artwork that you submit is true and accurate.
6. All Artworks sold in The Store must exemplify the type of arts and crafts traditionally taught at The Guild in classes and/or workshops.
7. Each Artwork that you submit to The Store must be identified with an inventory tag which will include your individual artist number which will be provided to you by the front desk, a specific inventory number for each item, a price and all dimensions including weight. You will set the retail price for your Artworks. Keep in mind that the Guild retains 30% of the Net Sales Proceeds (selling price).

8. You will be paid by the last week of the month for any of your Artworks sold and processed during the previous month. You may replace Artworks which are sold with additional Artworks of the general style and quality of Artworks which were sold.

9. Upon the sale of an Artwork submitted to The Store by you, 30% of the Net Sales Proceeds will be paid to the Guild and 70% of the Net Sales Proceeds will be paid to you.

10. The Guild will pay all state and local taxes it collects to the proper taxing authority. You are responsible for reporting your earnings to any applicable taxing authority.

11. In the event of loss of an Artwork, The Guild will reimburse you for the commission that you would have received upon the sale of that Artwork.

12. The Guild reserves the right to display all Artworks in The Store and Online Gallery in a way that best reflects the interests of The Store while maintaining a balance of Artworks and Artists on display. This may include removal of some artworks from The Store temporarily and/or the rearrangement of displays of the artworks in The Store. Not all of each artist's inventory will be on display at all times.

13. The Front desk may request the withdrawal of Artworks (either one Artwork, a group of Artworks or an entire body of Artwork) submitted by you. You will be notified in writing of such a decision. The notification will be sent by Email to the address you provide below. You will have thirty days from the date of the written notification to take possession of your Artworks or they will become the sole property of the Guild and will be treated as such. You are responsible for making the necessary arrangements to obtain possession of your Artworks.

14. During the Guild's shows and sales, any artist who is not participating in the show or sale, will have their artwork removed from the Store for the duration of that show or sale.

15. You may withdraw from The Store any of your specific Artworks by contacting the front desk one week in advance and having them adjust your current inventory sheet. You may re-submit the removed Artworks for sale in The Store at any time as long as the steps explained in paragraph 7 are followed.

16. The Guild reserves the right to refuse submissions by any Artist for any reason at its sole discretion.

17. From time to time, the Guild can authorize Artworks by a Guest Artist to be displayed and sold in The Store.

18. The Guild may, from time to time, use images of an Artwork or Artworks on display in The Store for the advertisement and promotion of The Store and the Guild. You specifically authorize the Guild to use images of Artworks submitted by you in this manner. You also authorize the Guild to photograph your Artworks for advertising purposes via print, internet postings and/or all social media.

19. The Guild will use its best efforts to promote the sale of the Artworks on display in The Store. The Guild will provide adequate display of the Artworks for sale in The Store and will undertake other promotional activities on behalf of you and other Artists if and when possible. The Store will identify all Artworks with the name of the Artist.

20. This Agreement is the entire agreement between you and The Guild regarding the sale of Artworks in The Store. There are no oral understandings. Any amendment to this Agreement must be in writing and be signed by an authorized representative of the Guild to be effective. If any part of this Agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of the other terms of this Agreement.

21. This Agreement shall be governed by the laws of the State of Texas. Venue for resolving any dispute relating to this Agreement shall be solely in Dallas County, Texas.

Name of Artist: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Store representative: _____ Date: _____