



## Consignment Agreement

The Signature Gifts Shop is located directly within the Leamington Arts Centre (LAC). LAC is a not for profit, arts and cultural organization administered by the South Essex Arts Association (SEAA). The SEAA's objective is to promote excellence in artistic expression and encourage traditional and contemporary forms of visual art in Essex Co. and its surrounding regions.

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Terms and Conditions:

1. **CONSIGNMENT:** Seventy percent (70%) of the sale proceeds of each item shall be paid to the consignor and thirty percent (30%) shall be retained by the South Essex Arts Association (SEAA)/Leamington Arts Centre (LAC) as the consignee.
2. **ELIGIBILITY:** Consignor must be a current paid member of the SEAA/LAC. No exceptions. Expiration of membership status will result in the removal of consignment items from the gift shop. All consignment items MUST be for sale at fair market price.
3. **DISPLAY:** 2D wall artwork must be ready to hang with wired back. 3D free standing artwork must be stable and secure. Specialized items like jewelry, glassware, etc., must accompany its own display stand suitable for the gift shop. Items for sale in the gift shop may be changed at any time by the consignor.
4. **LIMITATIONS:** A maximum sale price of \$200.00 for any single item in the gift shop. The number of consignment items accepted will be based on size, space availability and the number of similar works already for sale in the gift shop. Any exceptions are at the discretion of the consignee.
5. **DURATION & RENEWAL:** Consignment term is open ended for the duration of the consignee's membership with the LAC/SEAA. The consignment agreement will automatically be renewed with membership renewal.
6. **TERMINATION:** The consignee reserve the right to end the consignment agreement at any time at their discretion or remove an item from display to storage for a period of time. The consignee may also end the agreement at any time and withdrawal any unsold items.
7. **UNSOLD:** All unsold pieces must be collected by the consignor within 6 months from the end date of consignment agreement. All unsold consignment items not collected after which time will WITHOUT FURTHER NOTICE, automatically become property of the consignee.
8. **REDUCTIONS:** Prices may be reduced at any time at the discretion of the consignor. The consignee may also offer sales or other promos from time to time; in this case the reduction will be deducted from the consignee's commission percentage and the consignor will retain their full amount of 30% unless otherwise agreed upon.
9. **CONSIGNOR PAYMENTS:** Sales cheques are issued within 30-60 days of the item sale date. Lower valued sales items under \$20 will be held until a greater total sale amount is due to the consignor or they may be paid out in cash to the consignor.
10. **LIABILITY:** the consignee assumes no liability for the loss or damage of any item on consignment and the consignor assumes all risks and liabilities.

By signing below the consignor agrees to all terms and conditions outline herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY

Consignee No. \_\_\_\_\_ Approved By: \_\_\_\_\_ Date: \_\_\_\_\_