



## The Feilding and District Art Society Incorporated

104 Manchester Street | [Info@feildingartsociety.com](mailto:Info@feildingartsociety.com) | 323 2323

# Consignment Agreement

## PARTIES

- 1 The Feilding and District Art Society Incorporated ("the Society")
- 2 \_\_\_\_\_ ("the Artist")

## BACKGROUND

- A** The Feilding and District Art Society shop provides a platform from which local artists can promote their work and generate an income from their creative practice. The Society wishes to engage the Artist to provide a series of artworks ("works") for display and sale at Feilding Art Centre, 104 Manchester Street.
- B** The parties wish to agree the terms and conditions for the provision and sale of works.

## IT IS AGREED

- 1 The consignment agreement is effective from the date that the consignment agreement is signed by the Society. Consignment agreements are valid for a minimum of three (3) and maximum of twelve (12) months.
- 2 All items supplied must adhere to the minimum criteria set out in Schedule 1. The Society shall inspect all works submitted for sale and reserves the right not to display any works that do not meet the criteria set out in Schedule 1 or are judged, at the Society's sole discretion, to be unsuitable for sale.
- 3 The artist is obligated to supply and deliver a list of items using the template provided in Schedule 2.
- 4 Once submitted, works must remain at 104 Manchester Street for the minimum consignment period, as set out in Clause 1.
- 5 The artist is responsible for the collection of works that are unsold at the end of the consignment period. All costs associated with collection are borne by the artist.
- 6 The Society will bear no responsibility for loss or damage incurred by works left at Feilding Art Centre beyond the consignment period.
- 7 The Society agrees to undertake their best efforts in promoting works for sale, including but not limited to, social media and online advertising. To this end, detail supplied in Schedule 2 may be edited to meet style guidelines.
- 8 The Society has the exclusive right to sell works during the consignment period. Works listed in Schedule 2 may not be sold elsewhere during the consignment period.
- 9 The Society will sell all works at the cost stated by the artist in Schedule 2, except as outlined in Clause 10. All prices must be priced to include the Society's commission.
- 10 The Society reserves the right to apply discounts or promotions to products from time-to-time, in which case the cost of the discount will be borne by the Society.
- 11 The Society will charge commission of 30% on members' sales, and 40% on non-members' sales, to be deducted from the gross price of each work sold.
- 12 All taxation and GST liabilities are the responsibility of the artist. You can contact the IRD for further information on these responsibilities.

- 13 The artist must advise the Society of their GST registration status.
- 14 The Society will notify the artist of sales on the first business day of the month following sale, with payment (less commission) made by electronic bank transfer on the 20<sup>th</sup> of the month in which the artist is notified.
- 15 The Society reserves the right to sell works via layby, in which case payment will be made by the 20<sup>th</sup> of the month following receipt of final payment. Works held for layby but unpaid will be returned to the artist as per Clause 5.
- 16 Delivery of sold works will be arranged by the Society in conjunction with the purchaser.
- 17 The artist has the right to replace sold works with new works, provided they meet the criteria set out in Schedule 1.
- 18 The Society will take all reasonable care for the handling and security of works, but the Artist remains responsible for the works and covers insurance for the works. The Society shall not incur any liability under this agreement in respect of damage or loss.
- 19 The artist guarantees that all works submitted to the Society are lawfully and entirely owned by the artist, who has given the Society authority to sell works on their behalf.
- 20 Intellectual property remains that of the artist until a work is sold. The artist grants the Society license to display works physically in store and in online promotions for the duration of the consignment period.
- 21 Both parties reserve the right to extend or otherwise modify this agreement at any time, by mutual agreement.
- 22 The Society reserves the right to terminate this agreement with immediate effect, should the artist fail to deliver. The Society will not be liable for any payment to the artist in the case of termination.
- 23 The artist may terminate this agreement for any reason with 14 days' written notice.
- 24 The Society and the artist must attempt to resolve any dispute or claim resulting from these terms through negotiations conducted in good faith. Any dispute or claim not resolved by negotiations must be referred to mediation and all costs shared equally.

***I have read, understood, and agree with the conditions of selling works on consignment at Feilding Art Centre.***

## **SIGNATURES**

Signed on behalf of The Feilding and District Art Society Incorporated:

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Karis Evans – Art Centre Manager

Date:

Signed by the artist:

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Name:

Date:

## SCHEDULE 1: Minimum Criteria for Works

Item Type	Minimum Requirements
<b>All Works</b>	<ol style="list-style-type: none"><li>1. Individually labelled with artist name, item name/number, price</li><li>2. Meet the standard set out in the Consumer Guarantees Act:<ul style="list-style-type: none"><li>• be satisfactory in look and finish</li><li>• be free from small faults</li><li>• last for a reasonable time</li><li>• be safe to use</li></ul></li><li>3. Have been completed in the last 18 months (or be in equivalent condition).</li><li>4. Must represent the artist's best efforts (we do not accept 'seconds').</li><li>5. Must be an original and adhere to copyright legislation (i.e. if not an original image, must either be from the public domain or clearly cite the copyright holder).</li></ol>
<b>Paintings and Drawings</b>	<ol style="list-style-type: none"><li>1. Ready to hang with D-rings and cord. If unframed, packaged in a clear envelope.</li></ol>
<b>Photographs and Prints</b>	<ol style="list-style-type: none"><li>1. Ready to hang with D-rings and cord. If unframed, packaged in a clear envelope.</li><li>2. Must be signed and numbered. If an open edition, this must be clearly stated.</li></ol>
<b>Sculpture and Glassware (decorative)</b>	<ol style="list-style-type: none"><li>1. Must be freestanding, of stable construction, suitable for handling.</li><li>2. Must have been formed, fused, or blown by hand, on a wheel, or otherwise constructed by the artist.</li></ol>
<b>Ceramics and Glassware (utilitarian)</b>	<ol style="list-style-type: none"><li>1. Ceramics must be glazed.</li><li>2. Works should have a clear purpose, and be fit for that purpose (i.e. a vase should be waterproof).</li><li>3. Preference is given to works which have unique or innovative designs, pattern, or texture.</li></ol>
<b>Fibre Art</b>	<ol style="list-style-type: none"><li>1. Has a care and contents label <i>attached</i>.</li><li>2. Shows care and consideration in its construction (e.g. overlapped edges).</li><li>4. Preference is given to works made with natural or sustainable fibres (e.g. wool, silk, flax)</li><li>5. Any mannequins/supports must be provided by the artist.</li></ol>
<b>Jewellery</b>	<ol style="list-style-type: none"><li>1. Is ready for display, with any mannequins/supports provided by the artist.</li><li>2. Must be made from high-quality, durable materials (e.g. sterling silver preferred over brass).</li><li>3. At least 50% of the jewellery components must have been constructed by the artist (e.g. a pre-made cord may be used to support a glass pendant blown by the artist).</li></ol>
<b>Cards, books, and stationery</b>	<ol style="list-style-type: none"><li>1. Each item must be individually packaged and labelled.</li><li>2. Self-published books should be suitably bound, have author's name on the cover.</li><li>3. All books not self-published must include a page detailing the publishing house, copyright, contact information for reproduction requests, edition, and ISBN.</li><li>4. Cards must include an accompanying envelope (with the exception of postcards).</li><li>5. Pens must be lidded or have retractable nibs.</li></ol>
<b>Soaps, perfumes, candles</b>	<ol style="list-style-type: none"><li>1. Must include ingredients list <i>on or inside</i> packaging.</li><li>2. Each item must be individually and packaged unless to be sold in bundles.</li><li>3. Items must have been blended and poured by hand.</li><li>4. Preference is given to items made with natural or sustainable materials (e.g. soy, honey).</li></ol>
<b>Miscellaneous</b>	<ol style="list-style-type: none"><li>1. Items that fall outside of these categories will only be accepted at the discretion of the Art Centre Manager.</li></ol>

## SCHEDULE 2: Works to be Supplied by the Artist

Artist Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Bank account number (for payment of sold works): \_\_\_\_\_

GST Number (if applicable): \_\_\_\_\_ Date works submitted: \_\_\_\_\_

Earliest date for collection of unsold works (three months from submission date): \_\_\_\_\_

Artist Biography (50-100 words summarising who you are and what you make):

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Artworks Submitted:

<b>Artwork No.</b>	<b>Artwork Title or Description</b>	<b>Item Type (see schedule 1)</b>	<b>Price \$</b>	<b>Sold ✓</b>	<b>Returned ✓</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					