The Feilding and District Art Society Incorporated
104 Manchester Street | Info@feildingartsociety.com | 323 2323

CONSIGNMENT AGREEMENT

PARTIES

1. The Feilding and District Art Society Incorporated ("the Society")

2. _____ ("the Artist")

BACKGROUND
A. The Society operates a retail shop at Feilding Art Centre where artists may display and sell their work on consignment.
B. The Artist wishes to place works for sale through the Society, and the parties wish to record the terms and conditions that apply to those works.

AGREEMENT
1. Term of Agreement This agreement takes effect from the date it is signed by the Society and remains valid for a minimum of three (3) months and a maximum of twelve (12) months unless terminated in accordance with this agreement.
2. Acceptance of Works All works submitted must meet the requirements outlined in **Attachment 1: Minimum Criteria for Works**. The Society reserves the right to inspect all works submitted and may refuse, remove, or decline to display any work that does not meet these requirements or is considered unsuitable for sale.
3. Artist Information The Artist must provide the information requested in **Attachment 2: Artist Details** and notify the Society of any changes to those details during the consignment period.
4. Inventory of Works The Artist must provide a completed **Attachment 3: Inventory Form** for all works submitted for sale.
5. Consignment Period Once accepted, works must remain on consignment with the Society for the minimum period specified in Clause 1 unless otherwise agreed by the Society.
6. Collection of Unsold Works The Artist is responsible for collecting any unsold works at the end of the consignment period. Any costs associated with collection are the responsibility of the Artist.
7. Uncollected Works The Society accepts no responsibility for loss or damage to works left at Feilding Art Centre after the agreed consignment period has ended.
8. Promotion The Society will make reasonable efforts to promote works available for sale, including through in-store displays, social media, websites, newsletters, and other marketing activities. Information supplied by the Artist in **Attachment 2** may be edited for formatting, style, clarity, or promotional purposes.
9. Exclusive Sale Rights The Society shall have the exclusive right to sell works listed in **Attachment 3** during the consignment period.
Works listed in **Attachment 3** must not be offered for sale elsewhere during that period.
10. Sale Prices The Society will offer works for sale at the prices stated by the Artist in **Attachment 3** unless otherwise agreed in writing. All prices supplied by the Artist must include the Society's commission.

11. Discounts and Promotions The Society may, at its discretion, offer discounts or promotions. Any discount offered will be funded by the Society and will not reduce the Artist's agreed sale price.

12. Commission Commission will be deducted from the gross sale price of each work sold as follows:

- Members: **30%**
- Non-members: **40%**

13. Tax Responsibilities The Artist is responsible for all taxation obligations, including GST obligations, arising from the sale of their works.

14. GST Status The Artist must advise the Society whether they are GST registered.

15. Payment of Sales The Society will notify the Artist of sales during the month following the sale. Payment, less commission, will be made by electronic bank transfer on the 20th day of the month in which the Artist is notified.

16. Layby Sales The Society reserves the right to sell works via layby.
Payment to the Artist will be made on the 20th day of the month following receipt of the purchaser's final payment.
If a layby is cancelled, the work will continue to be offered for sale under this agreement.

17. Delivery of Sold Works The Society will arrange delivery or collection of sold works in consultation with the purchaser.

18. Replacement of Sold Works The Artist may submit replacement works during the consignment period, provided those works meet the requirements of **Attachment 1** and are accepted by the Society.

19. Display and Rotation The Society reserves the right to determine the placement, display, storage, rotation, and presentation of all works during the consignment period.
Acceptance into the shop does not guarantee immediate display.

20. Care and Insurance The Society will take reasonable care in the handling and storage of works while they are in its possession.
The Artist remains responsible for insuring their works. Except where required by law, the Society accepts no liability for loss, theft, or damage to works.

21. Ownership and Authority The Artist warrants that all works submitted:

- Are legally owned by the Artist;
- Do not infringe the rights of any third party; and
- May be offered for sale by the Society on the Artist's behalf.

22. Intellectual Property Copyright and intellectual property rights remain the property of the Artist unless transferred through sale. The Artist grants the Society permission to display, photograph, reproduce, and promote images of the works for marketing and promotional purposes during the consignment period.

23. Changes to this Agreement This agreement may be amended or extended at any time by written agreement between both parties.

24. Termination by the Society The Society may terminate this agreement immediately if the Artist breaches a material term of this agreement.

25. Termination by the Artist The Artist may terminate this agreement by providing fourteen (14) days' written notice.

26. Dispute Resolution The parties agree to make reasonable efforts to resolve any dispute through good-faith discussion.

If a dispute cannot be resolved through discussion, it shall be referred to mediation, with mediation costs shared equally unless otherwise agreed.

ACKNOWLEDGEMENT
I have read, understood, and agree to the conditions of selling works on consignment through Feilding Art Centre.

SIGNATURES:

Name: _____

For The Feilding and District Art Society Incorporated
Authorised Representative

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

Artist Signature:

Artist Name: _____

Date: _____

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Consignment Agreement
Updated by Eris Newson 2026

Attachment 1: Minimum Criteria for Works

Item Type	Minimum Requirements
All Works	1. Individually labelled with artist name, item name/number, price 2. Meet the standard set out in the Consumer Guarantees Act: • be satisfactory in look and finish • be free from small faults • last for a reasonable time • be safe to use 3. Have been completed in the last 18 months (or be in equivalent condition). 4. Must represent the artist's best efforts (we do not accept 'seconds'). 5. Must be an original and adhere to copyright legislation (i.e. if not an original image, must either by from the public domain or clearly cite the copyright holder).
Paintings and Drawings	1. Ready to hang with D-rings and cord. If unframed, packaged in a clear envelope.
Photographs and Prints	1. Ready to hang with D-rings and cord. If unframed, packaged in a clear envelope. 2. Must be signed and numbered. If an open edition, this must be clearly stated.
Sculpture and Glassware (decorative)	1. Must be freestanding, of stable construction, suitable for handling. 2. Must have been formed, fused, or blown by hand, on a wheel, or otherwise constructed by the artist.
Ceramics and Glassware (utilitarian)	1. Ceramics must be glazed. 2. Works should have a clear purpose and be fit for that purpose (i.e. a vase should be waterproof). 3. Preference is given to works which have unique or innovative designs, pattern, or texture.
Fibre Art	1. Has a care and contents label *attached.* 2. Shows care and consideration in its construction (e.g. overlocked edges). 4. Preference is given to works made with natural or sustainable fibres (e.g. wool, silk, flax) 5. Any mannequins/supports must be provided by the artist.
Jewellery	1. Is ready for display, with any mannequins/supports provided by the artist. 2. Must be made from high-quality, durable materials (e.g. sterling silver preferred over brass). 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).
Cards, books, and stationery	1. Each item must be individually packaged and labelled. 2. Self-published books should be suitably bound, have author's name on the cover. 3. All books not self-published must include a page detailing the publishing house, copyright, contact information for reproduction requests, edition, and ISBN. 4. Cards must include an accompanying envelope (with the exception of postcards). 5. Pens must be lidded or have retractable nibs.
Soaps, perfumes, candles	1. Must include ingredients list *on or inside* packaging. 2. Each item must be individually and packaged unless to be sold in bundles. 3. Items must have been blended and poured by hand. 4. Preference is given to items made with natural or sustainable materials (e.g. soy, honey).
Miscellaneous	1. Items that fall outside of these categories will only be accepted at the discretion of the Art Centre Manager.

Attachment 2: Artist Details

Date: _____

Your Name: _____

Artist Name (if different from above): _____

Email Address: _____

Phone Number: _____

Bank account name: _____
Bank account number (for payment of sold works): _____

GST Number (if applicable): _____

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

_____

_____

_____

_____

_____

_____

Website:_____

Facebook:_____

Instagram:_____

Other social media:_____