

elementality.... consignment contract

the asheville mall..... 3 south tunnel road, asheville, north carolina, 28805

elementalityonline.com.....elementalityartists@gmail.com

agreement between (artist) _____ contacted at (phone) _____

(email) _____ and -elementality- contact info above

elementality will allow the display and sale of handmade crafts and original works of art under the following conditions:

1. artists work has been approved by 'jury' on the basis of example pieces therefore any new work brought in shall be of a similar nature to those approved. elementality has the right to jury all new pieces brought in and will choose which pieces are appropriate for the store within a reasonable time.
2. display of consignment pieces will be on a space available basis, which is determined by elementality. no consignment artist will be granted permanent or exclusive space in the shop (unless discussed and written). elementality maintains all displays, consignment artists do not participate in displaying.
3. consignment artists will not remove work from store for any special events unless discussed two weeks in advance of event. elementality reserves the right to terminate consignment arrangement if the removal of said items is found to be too disruptive.
4. consignment artists agree to bring in new pieces and receive payment each second tuesday of the month and (unless otherwise arranged- in advance) not any other time throughout the month.
5. although theft and/or damage is not common at elementality, neither elementality nor its individual owners or employees will be held responsible for loss, theft, or damage of the consignment pieces (unless expressly discussed)
6. care instructions, artist bio's, and other pertinent selling information is encouraged. if special details apply to the care of consignment artists work they are responsible for providing that information.
7. elementality strives to maintain its fresh, versatile, affordable style and to keep our customers happy and intrigued. elementality maintains the right to request new designs, suggest affordable concepts, report customer concerns, and/or terminate this contract if pieces are not selling or artist is unresponsive.
8. elementality maintains a detailed inventory sheet for each artist and strongly suggests that each artist does the same for themselves. consignment artist may view the elementality invoice, in the store upon request to update their files, this and all other work relating to the sale of artists work can be done in the back room of the store, not out on the sales floor.
9. in the event that a piece is returned to elementality for exchange, elementality may deduct amount from the next payment due to the artist.
10. the artist hereby warrants that work is original and that their descriptions are true and accurate.

artists signature _____ date _____

elementality rep. _____ date _____

elementality's commission is to be 50% of the retail price of artwork.

{this contract intentionally printed lighter to save on ink waste and on 100% pc recycled paper}