

Heritage Craft Center of the Eastern Panhandle, Inc.

137 N. Queen Street,
PO Box 1225
Martinsburg, WV 25402
www.heritagecraftcenter.org

Consignment Agreement

I, _____, hereinafter known as the ARTISAN, agrees that he/she is a consignee of the Heritage Craft Center of the Eastern Panhandle, Inc., Martinsburg, West Virginia, hereinafter known as the CONSIGNOR. The medium/media in which the above has been accepted is _____. The ARTISAN's work remains the property of the ARTISAN until it is sold, and cannot be bartered or sold to settle any debts of the CONSIGNOR. The ARTISAN maintains an insurance policy against personal property losses, burglary, and liability. The undersigned ARTISAN named in the contract understands and agrees that:

1. The CONSIGNOR shall retain a commission of 30% of the retail price of any artwork. The ARTISAN shall decide the retail value of his/her artwork, and label it with appropriate information: size, instructions for care or use, ingredients, etc.
2. The ARTISAN agrees to be a member of the Heritage Craft Center of the Eastern Panhandle, Inc. at/or above the **Artisan** level.
3. ARTS ORGANIZATIONS must join the HCCEP at the **Advocate** level or above.
4. Any type of merchandise not previously approved by the Selection Committee must be juried before being offered for sale by the CONSIGNOR.
5. The CONSIGNOR will deduct all consignment commissions from the selling price of any item and will remit the balance to the ARTISAN monthly. Consignment payments are mailed on/or before the 25th of each month for any sale during the previous month (i.e. check mailed November 25, for any October sales.)
6. Upon notification, the ARTISAN or their designated agent must pick up artwork within 10 days, unless previous arrangements have been made with the office, or it shall become the property of the CONSIGNOR.
7. Like works by the ARTISAN, which are for sale elsewhere in the Eastern Panhandle shall be priced the same as the established retail price of the CONSIGNOR.
8. The CONSIGNOR requests at least a one-week notice be given before ARTISAN removes any items from the premises.
9. The CONSIGNOR retains the right to accept or reject any artwork presented by the ARTISAN for sale or display and further retains the right to display artwork in any manner, which it deems appropriate.
10. The CONSIGNOR will receive a 10% commission of studio sales and all other sales resulting from a referral from the CONSIGNOR or as a result of exposure of the ARTISAN'S work at the Heritage Craft Center of the Eastern Panhandle, Inc.
11. The ARTISAN agrees to provide a resume¢ or vitae¢, a photograph, and descriptive information about their work; the Consignor for publicity purposes and customer information may use any or all of these materials.

The Heritage Craft Center of the Eastern Panhandle, Inc. accepts artwork for sale subject to the terms and conditions of this contract. The ARTISAN specifically represents herself/himself as

the lawful owner or agent for the owner of all consigned artwork and that there are no liens, encumbrances, or payments due on any artwork.

This contract will be binding until such time that either party violates the terms of said agreement or until new policies demand adjustments.

Artisan's Signature

Date

Address

Social Security Number

City, State, Zip

HCCEP Representative's Signature

Telephone

Date