



The Peninsula Art Academy - Show Name _____ Artwork Consignment Agreement

1600 Mill Street Peninsula OH 44264 / 330.657.2248 / peninsulaartacademy@gmail.com / www.peninsulaartacademy.org

Artist Name _____
Phone #1 _____ Email _____
Address _____

Date of Agreement ___/___/___
Show Close Date ___/___/___
Final Retrieval Date ___/___/___
Commission: 60% Artist; 40% PAA

Upon execution of this Agreement, Artist has delivered to The Peninsula Art Academy (“PAA”) the items listed below (the “Items”). In addition to granting PAA permission to display these items. PAA agrees offer the Items for sale on the terms and conditions hereinafter described. This Agreement will be considered a contract between PAA and the Artist for the sale of the Items.

1. **Pricing.** The Items shall be offered for sale at the price listed below (“Sales Price”) that is determined by the Artist.
2. **Terms of Payment.** If an Item is sold, PAA shall collect the Sales Price plus sales tax. The Sales Price will be split as follows: 60% of the Sales Price shall be paid to the Artist and 40% of the Sales Price shall be retained by PAA. The Artist will be paid no later than thirty (30) days after the close of the month in which a sale occurs. An itemized list of Items sold will accompany the payment. Artist agrees that he/she must provide a W-9 IRS Form to PAA before payment will be issued.
3. **Form 1099.** Artist recognizes that PAA is required to provide a 1099 Misc. Income Form to the IRS if payments to the Artist equal or exceed \$600.00 in a calendar year.
4. **Display Conditions.** PAA agrees to display the Items so that notice is given to users or viewers that the Items are the work of the Artist. Artist confirms that this agreement shall satisfy as written consent to have Items displayed and sold by PAA. The Artist is responsible for tagging each Item with their name and the Sales Price.
5. **Duration of Agreement.** If any Item or Items remains unsold at Show Close Date (above), the Artist must either pick up the Items or provide a prepaid shipping label, packing materials and a box to PAA by Final Retrieval Date (above). If the Artist fails to remove the Items on or before Final Retrieval Date (above) the Items shall be considered abandoned as provided in Section 7.
6. **Termination of Agreement.** PAA or the Artist may terminate this Agreement upon 7 days written notice, with or without cause. Upon termination of this agreement, the Artist shall promptly remove his / her items from PAA’s premises. If the Artist does not remove the Items or provide a prepaid shipping label as described in Section 5 within fourteen days after termination, the Items shall be considered abandoned as provided in Section 7.
7. **Abandonment.** By abandoning an Item or Items, the Artist agrees he/she will have no further rights to the abandoned Item or Items. Artist agrees that the Artist has abandoned the right to any payment arising from the later sale of an abandoned Item or Items by PAA. Artist agrees that the signing of this agreement reflects his/her intent to abandon an Item or Items as provided in this paragraph.
8. **Contact Information.** The Artist shall notify PAA in writing of any changes to their contact information.
9. **Photo Release.** The Artist grants to PAA and its directors, officers and volunteers, the right to take photographs of the Artist and the Items that have been submitted (collectively Photographs). The Artist authorizes PAA to use and publish the Photographs in print or electronically. The Artist agrees that PAA may use the Photographs with or without the artist’s name and for any lawful purpose.

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Artwork Consignment Agreement

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“Items”

Title/Item Name	Description	Sales Price	Date Removed & Artist Initials
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

By signing this Agreement, the Artist agrees that he/she has provided the Items, descriptions and prices stated above to PAA on the date of this Agreement and that she or he has read and understands this agreement. By signing this agreement, the Artist attests to the fact that the Artist is eighteen years of age or older.

Artist Name _____
 Phone #1 _____ Email _____
 Address _____

Date of Agreement ___ / ___ / ___
 Show Close Date ___ / ___ / ___
 Final Retrieval Date ___ / ___ / ___
 Commission: 60% Artist; 40% PAA

The undersigned parties to this Agreement agree to the above terms and conditions:

“Artist”

“PAA”

 Artist Signature

 Authorized Peninsula Art Academy Signature