

# The Art & Craft Gallery of Hamburg

## 2019 Participation Agreement

Membership in the Hamburg Arts Alliance of Hamburg is \$35 per year; if you are interested in displaying your work in the Gallery there will be an *additional* fee of \$50 per year **OR** a requirement to volunteer a minimum of 10 hours per year in Alliance activities.

In addition, all co-op participants are required to donate at least one item for our Silent Auction held in September. This helps us to continue our efforts to display your work at a minimal cost.

**I agree to volunteer a minimum of 10 hours for the Alliance in 2019 and to participate as an artist vendor in a minimum of one Alliance event.** I agree to donate at least one item valued at a minimum of \$25 to the Alliance for the Auction to be held in September of 2019. I understand that if the item is not sold, it will become the property of the Alliance and will be sold in the Gallery of Hamburg with *all* proceeds donated to the Alliance.

*OR*

**In lieu of volunteering, I am enclosing payment in the amount of \$50 for my 2019 co-op rental (this is in addition to my \$35 Art Alliance membership fee).** I agree to donate at least one item valued at a minimum of \$25 to the Alliance for the Auction to be held in September, 2019 and to participate in a minimum of one Alliance event. I understand that if the item is not sold, it will become the property of the Alliance and will be sold in the Gallery of Hamburg with *all* proceeds donated to the Alliance.

**Please check the following volunteer opportunities that interest you – we will contact you at a later date to make arrangements.**

- Working in the Gallery during Saturday hours – 10 a.m. to 3 p.m.
- Assisting with visual displays in the Gallery
- Assisting with planning and organizing one of our events  
Please mention any events you have in mind: \_\_\_\_\_
- Volunteering to help *during* our events
- Design posters and flyers / Help promote our events
- Assist with bulk mailings – fold, stuff and seal mailings
- Serve on the Arts Alliance Committee, attend monthly meetings, and take on duties as appropriate.
- Maintenance, cleaning or upkeep of the interior or exterior of the Gallery
- Other (please provide details)

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I understand that if I do not meet the volunteer requirements, The Hamburg Area Arts Alliance reserves the right to retain my portion of the sale of my items, as well as collecting regular commission from the sale. Thus, instead of receiving a check for my sales, I will forfeit the monies to the Alliance as compensation towards the annual \$50 (or prorated amount) co-op fee. If my portion of the sale amount does not meet the \$50 co-op fee (or prorated amount), then the Hamburg Area Arts Alliance reserves the right to hold a piece or pieces of my artwork equal to or greater than \$50 until one of three events occurs: (1) payment for the balance is received, (2) volunteer work is completed, or (3) the piece sells and the Alliance retains monies equal to the balance due. Also, participation in Arts Alliance events may be denied until the balance is brought up-to-date.

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Signature

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Date

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Printed Name

## The Art & Craft Gallery of Hamburg Consignment Agreement

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is entered into by \_\_\_\_\_, hereinafter referred to as the “Artist” and the Hamburg Area Arts Alliance, a committee under the direction of the Our Town Foundation, hereinafter referred to as “Alliance” located at 335 State Street, Hamburg Pennsylvania, 19526.

Now, therefore, and intending to be legally bound, the parties agree as follows:

1. This Agreement applies only to work consigned with The Hamburg Area Arts Alliance to be displayed in The Art & Craft Gallery of Hamburg.
2. The Artist will submit work for consignment selling at 335 State Street, Hamburg, PA. **A list of work to be displayed must be provided to the Alliance. This list must include an “Item Description” and price at which the item shall be sold. A list must also be provided of any items that are being removed from The Art & Craft Gallery of Hamburg.**
3. **Appointments must be made by the Artist prior to dropping off or picking up artwork.**
4. When picking up work, Artists, or their representative, will be asked to show identification to remove work from the gallery. This is for your security.
5. **It is the responsibility of the Artist to price all items and to provide all material necessary for display purposes – this includes preparing any work intended to be displayed on a wall with proper hanging wire.**
6. All copyrights remain the property of the Artist. The Alliance will be permitted to photograph, copy, reproduce or transfer artwork for publicity and marketing purposes only. The Alliance will not permit any of the artworks to be copied, photographed, reproduced or transferred digitally by any other party without written permission by the Artist.
7. The ownership of artwork remains with the Artist until the work is sold and the purchaser has paid in full, at which time the title passes directly to the purchaser.
8. Our Town Foundation acts as an agent of the Artist and will retain 20% of the Artist’s selling price if paid with cash or 25% of the Artist’s selling price if paid with a credit card.
9. As a matter of honor, if a customer says they saw your work at The Art & Craft Gallery of Hamburg and wants to buy it or a print of it, or commission you to produce a piece of art, you are obligated to pay The Art & Craft Gallery of Hamburg a finder’s fee of 15%.
10. The Artist will be paid on or before the 15<sup>th</sup> day of the month following the month in which the sale is made. A copy of Artist’s sales will be provided with payment.
11. **The display windows of the Gallery do have a UV protective coating. However, in the event the Artist does not want the consigned art pieces in the window displays, they must make note of their concern on that item.**

12. The financial worth of the Artist's work is to be determined solely by the Artist; employees selling the work for consignment can guide the Artist's choices with information acquired through sales, but ultimately the value of the work must be determined by the Artist with or without the assistance of outside counsel.
13. The specified retail price may not be changed without the Artist's permission.
14. The Alliance agrees to take every reasonable precaution in the handling of art work with respect to its safety and security. While the Alliance does maintain liability insurance, such insurance does not cover all risks and is not intended to serve as a substitute for insurance carried by the Artist. The landlord's insurance and the Alliance's insurance do not cover the Artist's property. It will be the Artist's sole responsibility to maintain appropriate insurance for all items located on the premises at 335 State Street, Hamburg, PA.
15. The Alliance reserves the right to determine the acceptability of any item offered for sale. Items determined not to meet the Alliance's standards will not be accepted for sale.
16. The Artist will have a designated display area with an assigned amount of space; to accommodate all participating Artists, you may be asked to limit the quantity of your artwork.
17. The Gallery of Hamburg will not display any artwork that is for "Display Only" All artwork must be priced and for sale.
18. The Alliance is responsible for any and all marketing and advertising of the co-op. A portion of the consignment income will be used to pay for advertising and other expenses associated with the co-op.
19. Consigned works may not be removed from the premises for any reason except for purchase, or by the Artist.
20. The Artist shall actively replenish goods as they are sold. The Alliance encourages the Artist to highlight their display with seasonal touches that draw attention to the work. In addition, Artist work for sale should be regularly changed if the said pieces remain unsold for a period of time that exceeds six months.
21. If the Artist is provided a dealer code by the Alliance, it must appear on all price tags to ensure that the item sold is credited to the correct Artist. If Artist has more than one of the same item each one must be ticketed individually.
22. Installment purchases require a 25% deposit, with the balance due within ninety (90) days. If the balance is not paid within ninety (90) days, the deposit is forfeited and divided equally between the Alliance and the Artist. The item is then available for resale.
23. The consigned works will be held in trust for the Artist's benefit and will not be subject to claim by a creditor of the Alliance.
24. The Alliance will collect and report all Pennsylvania sales taxes on behalf of the Artist.

25. It is the responsibility of each individual Artist to report all income from sales to the appropriate tax agencies. It is also the responsibility of each Artist to keep appropriate records necessary to report said income. The Alliance will assume no responsibility for income and tax records for each Artist.
26. Artists agree to respect the rights and privileges of co-Artists as well as the reputation of the store, in that everyone shares an equal interest in its success. Artists will address personal concerns in confidence with the director in order to preserve the integrity of the co-op.
27. An Artist's membership must be in good standing in order to participate in Arts Alliance or Our Town Foundation events. The Alliance reserves the right to deny participation if volunteer hours or co-op fees are not being met.
28. If the Artist chooses not to renew their membership, does not renew their co-op agreement, or fulfill their obligation as a member, the Artist will be granted a thirty day period to pick up any unsold artwork. **After the thirty day period, any remaining artwork will be considered as a donation and will then become the property of the Alliance.**
29. **If an Artist who chose to volunteer in lieu of paying the co-op fee does not meet the volunteer requirements, The Hamburg Area Arts Alliance reserves the right to retain the Artist's portion of the sale of his/her items, as well as collecting the regular commission from the sale.** Thus, instead of receiving a check for sales, the Artist will forfeit the monies to the Alliance as compensation towards the annual \$50 (or prorated amount) co-op fee. If the Artist's portion of the sale amount does not meet the \$50 co-op fee (or prorated amount), then the Hamburg Area Arts Alliance reserves the right to hold a piece or pieces of the Artist's artwork equal to or greater than \$50 until one of three events occurs: (1) payment for the balance is received, (2) volunteer work is completed, or (3) the piece sells and the Alliance retains monies equal to the balance due.
30. Either party may terminate this agreement by giving thirty (30) days written notice with all accounts settled. This agreement will terminate automatically upon the Artist's death or if the Alliance becomes insolvent for any reason.

I have read, understood, and agree with all of the above terms and conditions of this contract. I agree to indemnify, hold harmless and release the Alliance from liability for any loss or damage to the Artist's work

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Signature of Artist

\_\_\_\_\_  
Signature of Alliance Representative

Hamburg Area Arts Alliance, 335 State Street, Hamburg PA, 19526  
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