



## 2024 Retail Gallery Consignment Agreement

### Shop Maine Craft Responsibilities

- Shop Maine Craft lists the full retail price to inventory set by the Artist (Vendor).
- The vendor percentage will not change when Shop Maine Craft has a sale or offers a member discount and charges less than the full retail price.
- For items with a retail price of \$3,999 or less: 50% is paid to the Artist (Vendor) / 50% to Shop Maine Craft.
- For items with a retail price of \$4,000 or more: 60% is paid to the Artist (Vendor) / 40% to Shop Maine Craft.
- For all applicable sales, Shop Maine Craft will charge, collect and submit Maine State sales tax.
- Vendors are paid for sales in the previous month by the 30th of the following month (net 30 payment schedule). Consignment checks are mailed with a monthly sales report. Undeposited checks are void after 90 days.
- Shop Maine Craft is responsible for keeping accurate inventory and sales records for all products. Shop Maine Craft will provide sales, inventory, or other information to the vendor within 48 hours of request.
- Products will be displayed in an attractive, professional manner within Shop Maine Craft design guidelines and space limitations.
- Shop Maine Craft will take the time to understand each Artist (Vendor) and their products, ensuring that this information is thoughtfully and accurately communicated to customers and constituents.
- Shop Maine Craft will make reasonable efforts to manage and display Vendor's Products to maximize sales.
- Shop Maine Craft will communicate with the vendor regarding customer questions or requests in a timely manner.

### Artist (Vendor) Responsibilities

- Artist (Vendor) warrants that the consigned property is the original work of the Artist (Vendor) and that sale of the property does not violate any property right or copyright.
- Artist (Vendor) warrants that they live in Maine a minimum of 6 months per calendar year.
- All retail prices shall be determined by the Artist (Vendor).
- All products are priced within 5% of the price they are listed elsewhere (studio, other galleries, craft shows, etc.) *This excludes special promotions, seconds, or sales held in other venues.*
- Maine Crafts Association membership must be renewed annually by January 15th. Required levels are Professional or Basic, depending on media.
- Artist (Vendor) will communicate with Shop Maine Craft staff regarding orders and inventory questions in a timely manner.
- Artist (Vendor) will supply Shop Maine Craft with necessary care instructions (as needed) to include with sold products.
- Artist (Vendor) will supply a packing list with every delivery. *Shop Maine Craft provides consignment forms online or in-store as needed.*
- Products must be clearly marked so they are easily identifiable when compared to the packing list.
- Advance notice for delivery or pick-up is required: Please contact staff before dropping off or picking up products from the Shop Maine Craft galleries.
- Please be respectful of staff's dedication to customer service when dropping off products or visiting the craft galleries. If customers are in the store, staff won't be able to spend significant time working with you. Please understand if we need to follow-up later with an email or phone call.
- Understand that part-time employees may not always be able to help you with questions or details. Please be patient if gallery management or bookkeeper needs to be contacted to respond to your inquiry.
- Artist (Vendor) is responsible for product shipping costs and safe transportation to and from Shop Maine Craft galleries.

### Insurance, Hold Harmless and Release of Liability:

Shop Maine Craft maintains general liability insurance on retail gallery inventory while in our facilities. Insurance coverage is limited to the Artist (Vendor)s' consignment percentage of the retail price. Shop Maine Craft is not responsible for any damage to property not covered by our insurance policy, including damage that occurs during transport to our facilities or otherwise outside of our facilities. In particular, Shop Maine Craft and/or Maine Crafts Association staff and members often accommodate requests to personally transport goods for Vendors. This activity is not insured by Shop Maine Craft nor the individual transporting the work.

To the extent that any personal injury or property damage occurs that is not covered by our insurance policy, by signing below the Vendor assumes all the risk and hereby waives, holds harmless, defends, indemnifies, and releases Shop Maine Craft, Maine Crafts Association, and their respective staff/volunteers/agents from any and all liability for personal injury or property damage, including any claims sounding in negligence. Shop Maine Craft and its staff/volunteers/affiliates are not responsible for damage of product during transit of goods to Shop Maine Craft or Maine Crafts Association retail, exhibition or event locations. Shop Maine Craft is not responsible for loss or damage of vendor's displays or signage.

**Gallery Representation:**

We suggest that Artists/ Vendors do not exhibit works that are of intense personal value, or not covered by a retail price. Shop Maine Craft orders inventory believed to have good potential of selling. Each product is given a fair chance to connect with our customers and constituents.

**Rotations:**

Shop Maine Craft reserves the right to rotate or discontinue inventory at their own discretion. When a rotation determination is made, the Artist/Vendor will be contacted and asked to retrieve their work from the gallery. Maine Crafts Association membership will not be refunded in this scenario.

This agreement will terminate on written notice of either the Artist/Vendor or Shop Maine Craft. Upon termination, all accounts will be paid in full within thirty (30) days. All inventory will be returned to the Artist/Vendor within thirty (30) days. After sixty (60) days, any unclaimed inventory will be considered abandoned and will become the property of Shop Maine Craft.

*This agreement shall be governed by the laws of the State of Maine.*

Consented and agreed to:

Signed \_\_\_\_\_

Date \_\_\_\_\_

Vendor Name \_\_\_\_\_

Business Name (Optional) \_\_\_\_\_