

Los Alamos Arts Council
PO BOX 284
Los Alamos, NM 87544
(505) 662-1635

**LOS ALAMOS ARTS COUNCIL
FULLER LODGE ART CENTER GALLERY
LOCATED AT
2132 Central Avenue, Los Alamos NM 87544**

IF YOU NEED ASSISTANCE WITH THIS FORM, CONTACT gallery@laac-flac.org

GENERAL INFORMATION, non contractual, PLEASE INITIAL AFTER READING:
The Los Alamos Arts Council is a 501(c)3 organization doing business in Los Alamos County and registered with the Secretary of State of New Mexico. As a non-profit organization, the Los Alamos Arts Council (LAAC) is contracted by the county of Los Alamos to operate a small art gallery and retail shop for consignment artists at 2132 Central Avenue (FULLER LODGE ART CENTER). The Fuller Lodge Art Center is NOT an independent organization, rather a physical business location for the Los Alamos Arts Council. LAAC is dedicated to providing a gallery space for new and proven artists in all mediums and of varying skill levels. There are multiple, juried shows and craft fairs throughout the year as well as a final exhibit: Affordable Arts in November.

We do not take inventory without physically checking the inventory list with the artist present and clarifying any questions with the artist. All intakes are by appointment only. All inventory and stock updates are by appointment only. Artists may visit the gallery and take inventory of works on display on the gallery floor, but beginning March 1, 2023, no individual will be allowed in areas where backstock is stored or maintained without an employee present and therefore inventory updates of items not on the gallery shop or exhibit floor are by appointment only.

*All items must be clearly labeled, priced, and have some identifying marker of the artist's agency done by the artist before appointment. **New for 2023: All inventory received will have a SKU generated in the LAAC point of sale system (POS) and will not include the artist's personal SKUs.***

Artist and an authorized LAAC representative must initial and sign all required sections. Artist, please read this document carefully before signing.

New for 2023: No individual artist will be allowed to use their own displays (cases, shelves, etc) inside the Fuller Lodge Art Center Gallery. The exception to this will be for displays that are too specialized to source at a reasonable rate to the Arts Council. Only displays approved by LAAC will be accepted.

Artist Initials: _____ LAAC staff Initials _____

CONTRACT PAGE 1

Circle Type of Show:

- Gallery Retail Shop
- Gallery Show Intake

Name of Show _____ Dates: _____

- Affordable Arts Intake

Date of Intake: _____

Agreement is made between _____ (hereinafter referred to as the "Artist"), and the undersigned Gallery or Los Alamos Art Council representative (hereinafter referred to as the "Recipient"). All agents of LAAC are responsible for oversight of the signing of these contracts and answering questions or concerns before signing. No LAAC representative may deviate from this contract without written permission from the LAAC Board of Directors.

—1) The artist appoints the Recipient as an agent for the sale of their work and promises to supply the Recipient with pieces according to the Recipient's supply needs. The Recipient wishes to represent the Artist under the terms and conditions of this contract.

—2) **The Recipient will supply a consignment inventory agreement to the Artist each time new works are received by the Recipient, showing title, size, and the Artist's given retail price. Gallery may not raise this price without written permission from the Artist. A copy of the inventory of works will be given to the Artist upon delivery of items.**

___3) The Artist's retail price, less the Recipient's commission of **35 %** will be remitted to the Artist within thirty (30) business days of the date of closing the sale unless otherwise noted. The title of those works remains with the Artist until the works are sold and the Artist is paid in full, at which time the title passes directly to the purchaser. **Even after sale, the Artist retains all reproduction rights to the works, and it is the responsibility of the gallery to advise all buyers of this fact.** Agreements between the buyer and the Artist post-sale are the responsibility and discretion of the Artist/buyer and Recipient does not facilitate post-sale arrangements of exclusivity on behalf of either party. Recipients may discount works/pieces no more than 35% of the agreed retail price; this discount will be taken from the Recipient's commission and will not be reflected in the payments to the Artist without previous written notice and agreement.

___3a) Artist may provide written permission to apply a discount to promote sale of works. If an Artist decides to place an item on discount, that discount will come from the Artist's commission or payment without written notice and agreement.

___4) The Recipient will assume full responsibility for the works and verify the condition they were received. It is the responsibility of the Recipient to seek to repair or replace any piece of display or frame that is not in the condition in which it was received before return to the Artist.

___5) The Recipient will assume full responsibility and be strictly liable for any consigned works lost, stolen, damaged or destroyed due to negligence of the Recipient while in the Recipient's possession.

___6) Works by the Artist owned by the Recipient shall not be displayed for sale against works by the Artist on consignment.

___7) The Artist may withdraw any or all works consigned on **thirty (30) days notice**. The Recipient may begin the return process to the artist of any and all works without notice. Artists are required to cover the costs of shipping their works to and from their gallery if this is necessary and are responsible for providing return shipping fees upon termination of this contract.

7a) If works require shipping, the Recipient will provide the Artist with written (electronic or physical) notice that their works are being removed from display and require pick up or return. Works not picked up after thirty (30) days upon dissolution of this agreement will be subject to the following procedure:

Day thirty (30) Notice #1: Via Email or Phone to the Artist to pick up works and remove them from the Gallery.

Day forty-five (45) Notice #2: Via Email or Phone to the Artist to pick up the works and remove them from the Gallery.

If the items are still in the possession of the Recipient on day forty-six (46), the Recipient will issue a certified letter to the Artist's address on file.

Day 60 (60): All works become the property of the Los Alamos Arts Council.

___8) The Recipient shall insure works up to 1000.00 USD and for no more than 65% of the retail sale price of the Artist's work/objects held in the gallery.

___9) Recipient requires an exclusive right to sell the physical works entered into their inventory for the duration of this contract. This does not grant the Recipient rights to reproductions, prints, derivative works etc. This only applies to items in the Fuller Lodge Gallery Inventory.

9a) To this end the physical inventory items in the Recipient's possession shall not be listed for sale in any other gallery, online or physical, or by the Artist to a private, government, or public party unless first removed from the FLAC/LAAC Point of Sale inventory system. This prevents oversales or duplicate sales of individual items.

9b) The Artist will be responsible for all commissions owed to the Recipient while the work of the Artist is in the Recipient's possession and will provide a record of the final sale of any piece sold outside the confines of this agreement. If a piece is sold against this contract while in the Recipient's possession, the Artist agrees to pay the Recipient 35% commission on the sale. Should the Recipient discover such a sale, they reserve the right to pursue legal remedies if this commission is not paid.

___ 11) If any pieces entered into the Recipient's possession for exhibit in the Exhibit portion of the gallery are listed for sale in any other gallery, physical or online, or in the pool of applicants for a private, public or government grant or purchase, or for sale in any other gallery or listed with any other agent, the work must be marked not-for-sale (NFS) before the Recipient takes possession. **No works shown in the retail portion of the Gallery may be marked NFS. It must be noted in the Artist's application that their piece will be NFS before the jury of the piece into any exhibition or show.**

___ 12) In exchange for the commission rate listed above, the Recipient agrees to market the materials in their possession as part of the exhibition marketing schedule and in regular marketing strategies utilized by the Recipient, including, but not limited to: Print and online media ads, social media sharing and events, and private showings and appointments for collectors. Additionally, gallery staff will actively work to promote the sale of all works in their care to the best of their ability and will market the materials in buyer networks accessible to the Recipient's network. The Recipient will also hold insurance, provide reasonable protection from harm and theft of the Artist's items, and provide gallery space for the Artist's works at the Recipient's discretion.

___ 13) **Both parties understand there is no guarantee of sales of any item entered into the retail shop or an exhibition.**

___ 14) **The Artist may not utilize the backstock storage of the Gallery to hold more works or items than the Recipient allows for.** Therefore, items may be rejected in the first, or subsequent deliveries of work if the Recipient chooses not to store the items.

___ 15) **No work may be delivered by the Artist to the Recipient without an appointment.** The Recipient will monitor sales and need for inventory deliveries and give the Artist five (5) days notice when stock or inventory is running low. The Artist may decline to bring in more work at that time without altering or terminating this agreement. The Recipient will work with the Artist to adjust stock and inventory to encourage sales throughout the length of this contract.

___ 16) All displays and shows are curated and rotated at the discretion of the Recipient. No Artist may remove or exchange works without an appointment. The Artist may make recommendations on the display of their works, but the final curation and display of retail and exhibit items is at the full discretion of the Recipient.

___ 17) **The Artist represents and warrants that the consigned property is the original work of the Artist and that sale of the property does not violate any property right or copyright and does not contain any libelous or unlawful matter.**

___ 18) All Artists must supply their full name, name of business, where applicable for payment, physical address, phone number, email address, and fill out a direct deposit form for payment.

In case of inability to complete a direct deposit form, Artist must contact director@losalamosartscouncil.org prior to their appointment with gallery staff.

_____ 19) Miscellaneous

1. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.
2. This contract shall be governed by the laws of the State of New Mexico.
3. This contract contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or understandings other than those contained herein.
4. Waiver of any term or provision of this contract or forbearance to enforce any term or provision shall not constitute a waiver as to any subsequent breach or failure of the same.

This agreement will terminate on written notice of either the Artist or the Recipient. Upon termination, all of the Artist's works will be returned to them within thirty (30) days at the expense of the party terminating the clause, with the exceptions in item #7. All accounts will be paid in full within thirty (30) business days.

Consented and agreed to:

Gallery or Company:

Controlled by Recipient:

Artist's Signature: _____

Date: _____

Recipient's Signature: _____

Date: _____

Artist's Contact Information:

Name: _____

Business Name: _____

Physical Address of Business/Artist:

Mailing Address if different from above:

Individuals Authorized to receive Artist's works upon termination of this agreement, if

none, leave blank: _____

Copy of Direct Deposit Form _____ (attach to this contract file)

For LAAC Representative: Staple copies of direct deposit, w-9, Artist inventory sheet, and this contract, and place in a folder with Artist's LAST, FIRST name and file in the gallery office. Staple copies of any additional intake inventory forms to this initial paperwork and keep in the Artist's folder.

Artist Members of the Arts Council are eligible for discounted application fees and marketing privileges. Please include a copy of the Artist's membership card in their file.