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Please fill out this front page, sign and turn in to the Gallery Director or Diana Miller

**ART LEAGUE OF FORT BEND  
MAYDE W. BUTLER GALLERY CONSIGNMENT AGREEMENT  
FORT BEND ART CENTER GALLERY  
Jan 1, 2024, through Dec 31, 2024**

DATE: \_\_\_\_\_ ARTIST NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_ I HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS CONSIGNMENT AGREEMENT.

Please initial

Artist Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Artist Payment Type: (Check one) \_\_\_\_\_  
Cash Check / Number Credit Card

ALFB Board Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**MAYDE W. BUTLER GALLERY CONSIGNMENT AGREEMENT  
FORT BEND ART CENTER GALLERY**

**The Fort Bend Art Center Gallery is an artist’s cooperative gallery. There is no paid staff working the gallery. The Artists of the gallery share the responsibility for keeping the gallery functioning and successful.**

**PURPOSE**

**The Consignment Agreement must be executed when an Artist places any item for sale at the Fort Bend Art Center.**

**GALLERY RESPONSIBILITIES**

- The Gallery Consignment Agreement will run November 1 to December 31.
- The Gallery agrees to pay for wi-fi, utilities, general liability insurance, Gallery advertising and other related expenses for the day-to-day operations of the gallery. **Note:** General liability does not cover artwork.
- The Gallery will take all precautions in handling the paintings, but Artists enter works at their own risk.
- The Gallery is scheduled to be open a number of days per week as designated by the Board, and at other times designated for special events. Artists should be aware of days and times the Gallery is open. Holiday closures are at the discretion of the ALFB Board.
- Checks from Artist sales through the Gallery from the previous month will be ready for pick up by the 15<sup>th</sup> business day of each new month.
- The FBAC will accept cash, checks and credit cards for merchandise sales with a government issued photo ID and a phone number. Insufficient checks for merchandise sold through the FBAC will be pursued on a case-by-case basis.

**ARTIST RESPONSIBILITIES**

- The Artist must be a member of the Art League of Fort Bend and be in good standing. This includes ensuring annual dues are paid and being active on an ALFB committee.
- The FBAC reserves the right to use the Gallery floor space including but not limited to the area in front of glass walls of studio spaces E, F, G, H, J and M, which face the Gallery on an as-needed basis for special events.
- The Artist Gallery annual fee is \$120 per year to display in the Gallery. The annual fee of \$120 is due upon signing the Consignment Agreement. If an artist needs to leave the gallery before the end of the gallery contract year, a refund can be issued if the artist requests it by email to the league accountant. The artist also has the option to donate the remainder to the league. If no request is received, the remainder will be considered a donation. The Artist must purchase a nameplate for designated wall and/or cabinet space.
- The Artist must purchase a nameplate for designated wall and/or cabinet spaces.
- As the FBAC is insured for liability only; Artists are free to secure insurance for their belongings.

- **Gallery Artists** are assigned space to display artwork on a rotating basis. Spaces will rotate at the time of each new art change out. Artists who wish to participate in the Gift Shop will be juried in by the Gallery Coordinator. Artwork will be changed out at least quarterly.
- Gallery Artists should display enough art to fill their designated wall or cabinet space.
- When artwork is sold, the artist will replace the artwork within seven days with a work of similar size.
- Gallery artists should bring in new art at the designated Gallery change out date designated by the Gallery team. Artists will remove their currently displayed art on the same day to accommodate their new display. Each art piece will have an art ID card (if not already printed) attached to the lower right-hand corner with masking tape. Late artwork may not be hung.
- Special arrangements may be made with the Gallery Coordinator to change out artwork prior to change out dates.
- All merchandise offered for sale will be processed through the FBAC Gallery point-of-sale system and should comply with all established point-of-sale guidelines.
- At the time of any sale, tax will be charged and reported to the IRS by the Treasurer. Additionally, a suggested donation set by the Gallery members (currently 20% of sale) will be returned to the ALFB to cover credit card fees, packaging supplies and janitorial supplies.
- Artists will keep their inventory and space arrangement fresh and inviting in order to maximize sales.
- Artists are responsible for ensuring and maintaining visible and accurate pricing on all merchandise available for sale through the FBAC Gallery.
- Artists are encouraged to showcase their student's works. However, any sale of a student's work will run through the Artist only; responsibility for payment is between the Artist and the student.
- Any artwork may be temporarily removed, and another piece put in its place. However, artists are requested to honor the sale of artwork seen in the Gallery during the previous 30 day period and process the sale through the FBAC point-of-sale system to include the 20% donation to the ALFB.

#### **WORKING THE GALLERY**

- Any Artist displaying merchandise for sale in the Gallery, studios or gift shop will be required to work the Gallery.
- Training on the Gallery point-of-sale equipment will be required to learn the sales process. Each new Gallery Artist will be required to train at least one day under a trained Gallery Artist. The Gallery Director will determine whether additional training is necessary. This day does not count toward the new Artist's required workdays. Additional training days will count toward required workdays.
- Gallery Artists are required to work a certain number of days per year, which will be determined by the number of Gallery Artists who are displaying art for that year. (Example: If there are 30 artists, each will work two days in a 30 day period.) Artists displaying in the gift shop will be required to work 1 day per month. Studio artists who are selling any merchandise out of their studio will be required to work 1 day per month.
- Artists will utilize a free calendar app called TeamUp for Gallery workday scheduling. The app should be downloaded to your phone.

**The calendar key is: ksfod8151ojfs8vtw9.** After the list comes up, click to find the dropdown menu and select a month to view the monthly calendar.

- Artists will record on the TeamUp app to reserve days to work the Gallery in a given period of days. Click the + sign and add your name and hours to be worked. Half day workers should note 1/2Name to avoid confusion. New members still in training should place Training in front of their name.
- Artist will sign up as two workers per a day, filling every day of the calendar with two workers before signing up as a third worker. New gallery members in training should sign up as a third worker until the gallery trainer releases them.
- Monitoring will be routinely conducted to ensure that each Artist has signed up for the required number of workdays per month.
- The Artist is responsible for finding a replacement worker if he or she cannot work an assigned day. Substitute workers are available at \$40/day or \$20/half day. The artist may change scheduled days with another Artist if it is agreeable to both parties. Please note the change and the substitute on TeamUp and notify the other coworker for the day of these changes. Coworkers should be notified if you will be tardy.
- An Artist who has not worked his/her required number of days during the previous three months will not be allowed to display their art during the next three months but will still need to work their required days. An Artist who has not worked the total number of days during the year (November 1-October 31) will not be allowed to display the next year beginning November 1.
- Artists who want to display in the FBAC Gallery but work full time may work on weekend days.
- Workers may be held responsible for errors made in sales invoicing and handling change. Calculators, cash registers and other tools are available to avoid mistakes.
- Lay Away Purchases are to be handled per ALFB policy.

#### **TERMS OF AGREEMENT**

- Modification: The ALFB Board reserves the right to modify this agreement after 90 days and upon 30 days written notice.
- Termination: The Board reserves the right to terminate this agreement with cause after 10 days and without cause after 30 days with written notice. Artists may terminate this agreement with a 30 day written notice to the Board of Directors. If an artist gives a 30 day notice of resignation, said artist must still work their shifts for the 30 days after submission of resignation or provide coverage by other artists and notify the ALFB President of such changes.
- Grievances: Any artist who has a grievance against the Gallery shall first try to resolve the grievance. If they are unable to resolve the grievance, then they may submit their grievance in writing to a member of the Board of Directors to discuss at their next meeting. The artist can request that the Board meet sooner if the matter is urgent.
- Hold Harmless: Gallery Artists and Board of Directors shall not be liable for loss or damage to art works brought to the Gallery for display or sale.