



## Artist Contract for The Confluence Gift Shop

The Confluence: Art in Twisp is a non-profit arts organization in compliance with Washington State and Federal 501(c) (3) statutes. We rely on commissions and donations as the primary means of meeting our expenses. This agreement is valid for one year from the date signed.

- 1) Art is accepted on consignment, with The Confluence retaining 40% (35% for members) of the retail sales price as its commission, with 60% (65% for members) going to the artist for all artwork purchased directly from The Confluence or ordered through The Confluence. By consigning artwork to The Confluence, the artist relinquishes all decisions on exhibit placement to the exhibit coordinator. While artwork is in the custody of The Confluence, sale of the work must be conducted by The Confluence with commission as stated above. In addition, should the sale of artwork be completed by The Confluence after the exhibit is complete, The Confluence will deduct the amount of commission as stated in section 6. Artists are paid in the month following the sale of their work.

**Please note: The Confluence and/or exhibit curator(s) have the right to refuse/edit out artwork, even after work is delivered to the gallery, if it does not contribute to the direction, cohesiveness, available space, or gallery parameters for quality.**

- 2) The Confluence will maintain responsibility for receiving payment and collecting and remitting state sales tax. The costs of shipping artwork will be borne by the purchaser, if sold, and by the artist if unsold.
- 3) Artists are responsible for delivering and picking up their work on dates established by their exhibit coordinator and must keep addresses and telephone numbers current in our records. Artists are requested to submit an up-to-date biography and/or artist's statement before showing work at The Confluence. Artists must complete an Inventory Sheet of their work at The Confluence, and keep a personal copy. Work left at The Confluence for longer than one month after the end of the exhibit may become the property of Confluence unless an extension is requested from the artist and granted by The Confluence.
- 4) Artwork at The Confluence is insured against fire, breakage, theft and loss. However, it is the artists' responsibility to keep their own copy of their inventory list, up-dated on a monthly basis. Any insurance claims must be proven, and if The Confluence internal records are destroyed, the proof of the claim can only be the artist's own records.
- 5) The Confluence may act as a broker for custom ordered artwork. This includes newly created works, reprints of photographs or replication of existing pieces displayed in our gallery exhibits. A 20% commission to the gallery where sales are a result from gallery shows or gallery involvement.
- 6) After artwork leaves The Confluence and is sold as a result of being exhibited at The Confluence or as the result of a referral from The Confluence, the following guidelines apply: Artwork returned to an artist and sold within one month (31 days) of the end of an exhibit will be considered under the terms of this contract. When sales are conducted by The Confluence, the gallery will receive the standard commission rate of 40% (35% for members). When sales are conducted by the artist, The Confluence will receive a 20% commission on sales from the artist within one month after sale.
- 7) By signing this contract artists agree to selling artwork through The Confluence installment program. Artists will be paid out their commission rate in full on or before the 15th of the month following the sale. If the client does not fulfill their obligation and does not return the art, The Confluence will still pay the artist for the total amount of their commission due on the piece. The Confluence will take 100% responsibility if an item is not fully paid for and is not returned.

I enter into this agreement with The Confluence: Art in Twisp. I certify I have crafted the work I am submitting for display.

I am a current member of Confluence. YES NO I will pick up my work on \_\_\_\_\_

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

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Tele: \_\_\_\_\_ Website: \_\_\_\_\_