

Maine Crafts Association Consignment Agreement

MCA (Consignee) Responsibilities

- MCA will charge an agreed upon retail price. The vendor percentage will not change when the MCA has a sale or offers a member discount and charges less than the agreed upon retail price.
- **Consignment breakdown:**
For items with a retail price of \$1,999 or less, 60% is paid to the artist / 40% to MCA.
\$2000 or more: 70% to the artist / 30% to MCA
- For all applicable sales, MCA will charge, collect and submit Maine State sales tax
- Vendors are paid for sales in the previous month by the 15th of the following month. (ex: Payment for May sales will be sent on June 15th). Checks are mailed with a monthly sales report.
- MCA is responsible for keeping accurate inventory and sales records for all products. MCA 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 MCA design guidelines and space limitations
- MCA will become familiar with an artist and their product and accurately share this information with customers and constituents in an intelligent manner
- MCA will make a vigilant effort to sell the product
- MCA will communicate with the vendor regarding customer questions or requests in a timely manner
- MCA maintains insurance on retail gallery inventory and takes full responsibility for their safety while in our facilities. Insurance coverage is limited to the artists' consignment percentage.

Artist (Vendor) Consignor Responsibilities

- Artist guarantees 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
- Artist lives in Maine a minimum of 6 months per year
- All retail prices shall be determined by the artist/vendor
- All product is priced within 5% of the price it is listed elsewhere (studio, other galleries, craft shows, etc.)
This excludes special promotions, seconds, or sales held in other venues.
- MCA membership must be renewed annually by January 15th. Required levels are Professional or Retail, depending on the products being sold.
- Artist will communicate with staff regarding orders and inventory questions in a timely manner

- Artist will supply MCA with necessary care instructions (as needed) to display with the product
- Artist will supply a packing list with every delivery.
MCA provides consignment forms online or in-store.
- Products must be clearly marked so they are easily identifiable when compared to the packing list
- Notice for deliveries is appreciated but not required. Please contact staff two days before picking up product so it can be properly processed in our database and packed.
- Be respectful of staff's dedication to customer service when dropping off product or visiting the retail 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 the bookkeeper needs to be contacted to respond to your inquiry
- Vendor is responsible for product shipping costs and safe transportation to and from MCA retail galleries.

Release of Liability:

MCA staff often accommodate requests to personally transport goods for artists. This activity is not insured by MCA or the individual transporting the work and the artist assumes all the risk. The MCA and its staff/volunteers/affiliates are not responsible for damage of product during transit of goods to its retail galleries (the Center for Maine Craft & Maine Craft Portland) or other MCA exhibition locations. The MCA is not responsible for loss or damage of vendor's displays or signage.

Artist Initial: _____

Gallery Representation: We suggest that artists do not exhibit works that are of intense personal value, or not covered by a retail price. The MCA orders inventory believed to have good potential of selling in each retail gallery. Each product is given a fair chance to connect with our customers and constituents.

A 70% difference in inventory must be maintained between the MCA retail galleries, meaning an artist will likely only be represented in one location. Gallery preference and transfers are determined by management as requested by the artist.

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Rotations: The MCA must regularly rotate inventory to make room for new work. Rotation decisions are made on a case-by-case basis: MCA reserves the right to rotate inventory at their own discretion. When a rotation determination is made, the artist/vendor will be contacted and asked to remove their work from one or both of the MCA retail galleries. MCA membership will not be refunded in this scenario.

This agreement will terminate on written notice of either the vendor or the Maine Crafts Association. Upon termination, all inventory will be returned to the vendor within thirty (30) days. All accounts will be paid in full within thirty (30) days.

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

Consented and agreed to:

Maine Crafts Association

Date

Artist / Vendor

Date

Additional recommendations to increase sales:

- **Marketing:** Provide business cards, brochures or other marketing materials with your product
- Provide hang-tags for your product
- **Stay in touch!** If you have questions about retail gallery inventory, reach out to staff anytime

New Members: Provide three images, bio (Professional only) and link to your website (all members) for your webpage on mainecrafts.org

Displays: Management must approve all displays. If the MCA accepts your display, we reserve the right display other products on it and are not responsible for loss or damage.

New Products: Make an appointment to show gallery management your new products. If they are in a different media than the work we currently carry, please sign up for a jury session (i.e.: we carry your hot sauce, but now you are making leather boots!)

Deliveries: Aim to drop off product at the beginning of the week to ensure it is processed and available for sale by the weekend. Friday drop-offs may not make it onto the floor by the next day.

Advertising: It's a two-way street! Use your social media platforms to let customers know that your work is available in the MCA's retail galleries.

Center for Maine Craft

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Maine Craft Portland

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