

Consigner #: _____

1st month Paid: Y N

FOR OFFICE USE ONLY

Name: _____ Business Name: _____

Phone _____ Contract start date: _____

Personal/Business Address: _____

City/ST/Zip: _____

Email: _____

The Artist/Person named above and the Shop (Home Spun Creations) will be referred to as "Shop" for purposes of this contract" hereby enter into the following Agreement:

1. Agency; Purposes. The Artist appoints the Shop as agent/broker for the works of art or merchandise to be referred to as ("the Artworks") under this Agreement, for the purposes of exhibition and sale. The Shop shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.
2. Space Rental. All Artists will be using common space and must be aware that other Artists Works will be displayed with their Works. **The Shop will provide any and all needed display items..** Any and all items provided by The Shop are property of The Shop. If at any time these items are removed from The Shop, the Artist will receive a bill for these items. Rent is due on the 1st of each month. **If rent is not received by the 5th, 10% will be added to that months' rent for each week it is not paid. After 1 month of non-payment consignment checks will be held. After 3 months inventory will be pulled from the shop.**
3. Artworks. The Artist hereby warrants that he/she created and possesses free title to the Artworks, and that their descriptions are true and accurate. All items must be original and hand created, made only by the Artist(s) names in this contract. The Shop will not accept finished Artworks that are available for purchase in retail stores or wholesale markets.
4. Duration of Store Rental. Payment is non refundable whether or not you remove your Artwork from the Shop. Thirty (30) day notice must be given to the Shop to remove your work even if you plan to remove it on your contract end date and all rent up to contract end date shall be due and payable prior to removal. **(The artist must contact the Shop by email vendor@homespun-creations.com, phone or in person, to give notice or make payment or removal arrangements.)**
5. Artist's Responsibilities. Custom work is to follow the same agreement. You must provide inventory sheets for all works in the Shop which MUST include Artists price and Artists consignment code, your code will provided by the Shop. The Shop will tag all items with a label or hanging tag that will include the Artists consignment code and retail price. Artist shall update and maintain their display making their best effort to keep it fully stocked at all times. If Artist is a ship-in Artist, the employees will do their best to maintain a fully stocked space.
6. Responsibility for Loss or Damage. The Shop shall be responsible for Artworks while they are in its custody, however The Shop will not reimburse Artworks full cost in cases of theft or customer damage. Reimbursement will be at actual cost of supplies used to make Artwork. The Shop will maintain insurance on contents of The Shop and the building.
7. Fiduciary Responsibilities. All proceeds from the sale of the Artworks shall be held in trust for the Artist. Artist is responsible for all income tax responsibilities (Form 1099). The Shop shall pay any amounts due the Artist in good standing within 30 days of removal. The Shop has the discretion to refuse payment if all contractual obligations have not been met. The shop shall pay all sales tax collected for all Artists under the name of the Shop. Consignment checks will be available on the 1st of each month or the following Monday.

8. Inventory: The Shop accepts those Artworks listed on the attached Inventory Sheet which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to other works of art. Consignment fee is **20%** in addition to the store fee (fee will be added to the price of each item by The Shop). The Artist shall have the right to inventory his or her Artworks in the Shop by appointment with the Shop during the Shop's normal business hours. The Shop will provide one 30 gallon storage tote per Artist for overflow inventory/replenishment. Please make sure all extra inventory items kept on site fit inside a 32" L x 19" W x 17" H tote.

9. Abandoned Inventory: The Shop assumes inventory left longer than 4 months with no contact from The Artist to be abandoned as assumes the right to sell for profit under The Shop at The Shop's discretion.

10. Promotion. The Shop has the right to promote the sale of the Artworks by displaying them in the store and at the Shop's discretion promote them on the store website, social media sites or by means of advertisement in print or otherwise.

11. Termination of Agreement. Shop may request that the Artist take back any or all of the Artworks consigned at any time during this contract and the Artist shall comply promptly. **Early termination by Artist must be made by email to vendor@homespun-creations.com, phone or in person, and Artist agrees to a termination fee equal to one month's rent.**

12. Miscellany & Choice of Law. This Agreement represents the entire agreement between the Artist and the Shop. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the Shop, whether by operation of law or otherwise, without the prior written consent of the Artist. This Agreement shall be governed by the law of the State of Wyoming.

_____ (Signature of Artist) _____ Date

_____ (Shop representative) _____ Date

Store Fees:
\$50 per month regardless of space or inventory

INVENTORY LIST SAMPLE

consignment code	description-	price (set by you)	Price+20% (set by us)
ABC-1	GREEN ABERCROMBIE SHIRT SIZE S	\$16.00	\$19.20
ABC-2	CRYSTAL VASE	\$25.00	\$30.00
ABC-4	EARRINGS BLUE FLOWERS	\$8.00	\$9.60
ABC-5	ACRYLIC PAINTING "BLUE" 12X14	\$250.00	\$300.00

Checks must be written to Home Spun Creations or paid via PAYPAL to [homespun-creations.com](https://www.homespun-creations.com)
Direct all mail or checks to: Home Spun Creations, LLC, 309 W Lincolnway, Cheyenne, WY 82001-4517
email: vendor@homespun-creations.com
Fax: 307-632-3481

