

TOE RIVER ARTS COUNCIL  
GIFT SHOPS GUIDELINES and CONTRACT

1. All work accepted into TRAC's gift shops is on a consignment basis.
2. Prices indicated on the application form are the retail price the item will sell for in the gift shop. (Artist receives 60% of this amount; TRAC receives 40%).
3. A separate application is required for each medium.
4. Applicants will be informed of the jury's decision by letter following the jurying date.
5. Work may be rotated in or out of stock at the gallery's or artist's discretion.
6. Work that is not of the highest quality, is damaged or unsuitable for any reason, will be:
  - a. removed from stock and returned to the artist, or
  - b. not accepted for display.
7. Title to artwork remains with the artist until the artist has been paid. Title then passes directly to the purchaser. All proceeds from the sale of the artworks shall be held in trust for the artist. The gallery shall pay all amounts due the artist before any proceeds can be paid to the creditors of the gallery.
8. A TRAC receiving report must be completed for all inventory delivered to the gallery and should contain a complete listing, description and retail value of each item. Discrepancies between the receiving receipt and the delivered goods will be reported to the artist but are not the responsibility of the gallery.
9. Sales are calculated at the end of each month, and commission checks mailed approximately by the 15<sup>th</sup> of the following month.
10. The Toe River Arts Council carries insurance against fire, theft, and vandalism, subject to standard policy exclusions. In the event of damage or theft the policy pays 60% of the retail value.
11. TRAC has an open policy about photographing items displayed in the gift shops. Unless notified in writing the Toe River Arts Council assumes that permission is granted to photograph works for publicity, catalog, educational purposes, documentation or for the Arts Council website.
12. **PLEASE BE SURE THAT SELLING YOUR WORK AT EITHER OR BOTH OF THE TOE RIVER ARTS COUNCIL GIFT SHOPS DOES NOT CONFLICT OR VIOLATE THE LANGUAGE OR SPIRIT OF ANY AGREEMENT YOU MAY CURRENTLY HAVE WITH ANOTHER GALLERY/LOCATION.**

*Please respond to each item below by placing your initials in the blank.*

13. I am a member of TRAC and reside in Mitchell or Yancey County. \_\_\_\_\_ yes
14. If my work is juried into TRAC's gift shops, the items submitted with the application can immediately be placed on display for sale. \_\_\_\_\_ yes (or) \_\_\_\_\_ no

I have read, understand and agree to the above terms

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Artist signature

Printed Name

Date

I understand that if I am NOT juried into either or both of TRAC's gift shops at this time, this contract will become null and void.