



**NEW**  
**CONSIGNOR**  
**CONTRACT**

134 East 5<sup>th</sup> Avenue  
Mount Dora, FL 32757  
[www.artisansonfifth.com](http://www.artisansonfifth.com)  
(352) 406-1000

**Effective February 1, 2019**

# NEW CONSIGNOR CONTRACT

Artisans of Mount Dora, Inc. dba "Artisans on fifth", hereafter referred to as "Artisans", enters into this agreement with the below signed Artist. Artisans agrees to enter into a contract with an Artist, as a Consignor, subject to the following terms and conditions:

1. Bylaws and Governance Policies: All Artists shall be governed by and abide by the **Bylaws** and **Governance Policies of Artisans of Mount Dora Inc.** The **Bylaws** and **Governance Policies of Artisans of Mount Dora, Inc.** are hereby a part of this contract by reference. A copy of each is always available on the [artisansonfifth.com](http://artisansonfifth.com) website.
2. Artwork: Refer to the **Governance Policies, Display Guidelines and Rotation Plan** and **Jury Committee Evaluation and Interview Guidelines**. The Jury Committee has juried-in the artwork you presented. If you wish to add another form of medium, the Jury Committee must also approve that. Complete an "Application for New Type of Medium to be Considered by the Jury Committee" when submitting new medium. Artists shall exhibit only their own artwork. Artist's artwork must meet the "Jury Committee Evaluation and Interview Guidelines". It must be a unique, handmade, originally conceived by the artist, and entirely assembled by the artist. Artist's artwork cannot be for sale at any other retail establishment in downtown Mount Dora, FL.
3. Marketing and Display: Artisans has the final approval concerning any printed materials, verbiage or visual images pertaining to artwork selected for display and sale in the shop. Artists herein give Artisans on fifth permission to use images of their artwork to advertise Artisans on fifth. Artisans reserves the right to determine final selection, number of pieces to be displayed, and/or placement of artwork in the shop. Refer to "Display Guidelines and Rotation Plan" document on website.
4. Outside Exhibits: Artisans on fifth may present an exhibit at an outside venue. Artist agrees to participate in the exhibits by providing artwork.
5. Cashing or Depositing Your Checks: Checks must be cashed or deposited within 90 days of the issue date. If you need to have a check reissued, you will be responsible for paying the "Stop Payment" fee that the bank charges Artisans.
6. Insurance: Artisans on fifth does not provide any type of insurance for artwork displayed at Artisans on fifth or at an Artisans on fifth outside exhibit.
7. Contact Information: Artists are responsible for keeping Artisans informed of any changes in contact information by emailing the Treasurer. Artisans uses email exclusively to communicate with Artists. Artists must have an email address that they access at least weekly.
8. Breach of Contract: The causes for expulsion and contract cancellation are outlined in the **Governance Policies**, as well as procedures to be followed in case of Breach of Contract.

By signing this contract, I acknowledge that, I have read this document and the **Artisans on fifth Bylaws, Governance Policies, Jury Committee Evaluation and Interview Guidelines, Inventory Guidelines and Display Guidelines and Rotation Plan** and agree to abide by them.

**Usage Fees and Commission:** Artist Consignor agrees to submit a check for **\$180.00**, payable to "Artisans on fifth" and mail to or put in Treasurer's mailbox at 134 E 5<sup>th</sup> Ave., Mt. Dora, FL 32757 by this date \_\_\_\_\_. The non-refundable Usage Fee will be used for operating expenses.

This contract term is from \_\_\_\_\_ to \_\_\_\_\_.

Artisans on fifth agrees to act as agent of sale for Artist. Artisans will deduct a commission of **45%** on all artwork sold at Artisans on fifth. The Consignor will receive **55%** of the sale proceeds. The payment to the Artist shall equal the amount for which the artwork was sold, less the commission and any unpaid Usage Fee. If none of your artwork sells in 6 months, you will be asked to leave.

**Hold Harmless:** I give explicit permission for my artwork to be displayed at Artisans on fifth and any outside venue chosen by Artisans. I hereby release and hold harmless Artisans on fifth, its officers and associates from all manner of actions, damages or claims arising from the loss or damage to my artwork while at Artisans on fifth. I understand that my artwork must be a unique, original design that is entirely assembled by me. I am the sole legal owner of all rights, title and interest in artwork. I do not and will not infringe on or violate the rights of any other party, including any copyright interests. I agree to indemnify, defend and hold Artisans on fifth harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of my artwork. If there is an inconsistency between this document and the **Governance Policies**, the **Governance Policies** shall prevail.

\_\_\_\_\_  
Printed Full Name (not Company Name) 3 Letter Initials  
for Inventory Code

\_\_\_\_\_  
Mailing Address – Street City Zip

\_\_\_\_\_  
Cell Phone Home Phone

\_\_\_\_\_  
Email Address (Required)

\_\_\_\_\_  
Artist's Signature Date  
ALSO COMPLETE A **W-9 FORM** AND TURN IT IN WITH THIS CONTRACT. FORM IS ON THE WEBSITE.

\_\_\_\_\_  
Signature of Associate Receiving Check Date Check

# INFORMATION FOR NEW CONSIGNOR

**CONGRATULATIONS** on becoming a new Consignor at Artisans on fifth. We are very glad to have you join us. This document will provide you with additional information about your membership. If you have any questions, please contact [Sue Cannon, the Consignor Coordinator, at \(407\) 491-9016 or suecannon@me.com](mailto:suecannon@me.com)

This document will provide answers to questions you may have. Also refer to *Artisans on fifth Bylaws, Governance Policies, Display Guidelines and Rotation Plan, Jury Committee Evaluation and Interview Guidelines, and Inventory Committee Guidelines* from the website.

## Questions & Answers:

1. **Do I need an appointment to bring new items into Artisans and pickup unsold ones?**  
**Yes. You must have an appointment with Sue Cannon to make any changes in your inventory. Contact Sue Cannon to set up an appointment at (407) 491-9016 or suecannon@me.com**
2. Are there any rules I need to follow?  
Consignors are governed by the Artisans on fifth **Bylaws and Governance Policies**, which are part of your contract. All the documents listed above also contain rules and you should read them.
3. How do I get payment for my items sold?  
The Treasurer processes checks once a month and they will be mailed to the address on your contract usually prior to the 10<sup>th</sup> of the month.
4. Are there standards I must meet about displaying my artwork?  
Refer to the documents listed above for full information. Artists shall exhibit only their own artwork. Artists may exhibit originals, prints, cards, copies, giclée's, or other reproductive forms of their own work. Artist's artwork must be a unique, original design that is entirely assembled by the artist. Artisans provides: jewelry cabinets, shelves, lighting, artist name signs and wall space. All other display items and jewelry boxes/bags are the responsibility of the individual Artist. Hanging artwork must be hung with a hanger appropriate for the artwork. Framed pictures should have picture hanging wire mounted to the frame. Sawtooth hangers are not permitted. If you wish to add another form of medium, the Jury Committee must also approve that. Complete an "Application for New Type of Medium to be Considered by the Jury Committee" when submitting new medium.
5. Will my artwork remain in the same location in the shop, or will it be moved from time to time?  
Artisans on fifth has a designated area for Consignors. The Consignor Coordinator will display artwork attractively for sale. It may be moved occasionally, and it may be put in the front window. It may also be displayed at an outside exhibit that Artisans sponsors.
6. Is there a place to store "backup" artwork to be put on display when another item sells?  
Yes, there is storage for "backup" artwork in black drawers in the alcove at Artisans.
7. How do I get wall cards for wall art?

The Consignor Coordinator will prepare wall card for your artwork. Make sure that each piece is identified so that wall cards can be prepared accurately.

8. How do I get my items into the inventory system and get price stickers on them?

See the **Inventory Committee Guidelines** and the Inventory Entry Form posted on the website. Email the Entry Form to the Consignor Coordinator. The Coordinator will coordinate with the Inventory Committee to get price stickers for your work.

9. What happens if none of my artwork sells during a 6-month period?

You will receive an email asking you to leave Artisans on fifth at the end of your contract term. This will save you unnecessary expense.

If anything in this document is inconsistent with the **Governance Policies**, the **Governance Policies** shall prevail.