

Taubman Museum of Art Artist Consignment Agreement

Thank you for your partnership and the opportunity to share your wonderful works through our online store. The museum reserves the right to approve items to be sold as well as item descriptions, etc. Please complete and return your W-9, and artist contact and inventory form listing all items to be sold. We greatly appreciate your support of the Sidewalk Art Show and your participation in this online component of the fundraiser. Don't hesitate to let us know of questions or concerns.

Please complete both pages.

Both the Taubman Museum of Art (TMA) and Artist agree:

1. **AGENCY.** The Artist appoints TMA as agent for the works of art ("The Artworks") consigned under this Agreement, for the purposes of sale. TMA shall not permit the Artworks to be used for any other purposes without written consent of the Artist.
2. **ARTWORK.** The Artist hereby consigns to TMA, and TMA accepts for sale, those artworks listed on the attached Inventory Sheet(s) which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this agreement at such time as both parties agree to the sale of other works for art.
3. **AGREEMENT PERIOD.** This agreement shall begin date agreement is signed and complete on 8/31/20. This period, from start to end, will be known as the "Agreement Period."
4. **RETAIL SELLING PRICE.** Sales of works from this online fundraiser will be processed by TMA. The artist sets the retail price which should be competitive with retail prices of their work offered on other online stores. The TMA will collect and manage sales tax for the item(s) sold under this Agreement. A tax resale number for Artist is required to initiate this Agreement, and copy of the Artist's W-9 form must be provided to TMA before payment for sold products can be issued.
5. **COMPENSATION.** TMA will pay 50% of the retail price to the Artist for each artwork shown on this form that is sold during the agreement period. No guarantee is made – either expressed or implied – that any given product will be sold. TMA shall owe nothing for any Artwork not sold during the Agreement Period. Title(s) of work sold does not pass until payment is received in full. TMA shall mail payment owed to Artist's address shown on this form 14 days after Artwork has shipped to the buyer. Payments to Artists under this agreement will only be made by a check issued from TMA.
6. **TRANSPORTATION RESPONSIBILITIES.** In the case of a sale of an Artwork, TMA will provide the Artist and the Buyer each other's contact information via email. The Buyer is responsible for all transportation costs and the Artist is responsible for arranging shipment (including shipment insurance and packaging) of Artwork and collecting monies due from the Buyer. The Artist agrees to ship Artwork within 30 days of the date of invoice. Failure to do so will result in the immediate cancellation of sale and no monies owing.
7. **FIDUCIARY RESPONSIBILITIES.** Title to each of the Artworks remains with the Artist until the Artist has been paid in the full amount owing him or her for the Artworks; title then passes directly to the Buyer. All proceeds from the sale of the Artworks shall be held in trust for the Artist. TMA shall pay all amounts due to the Artist before any proceeds of sales can be made available to creditors of the TMA.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated at any time by either TMA or the Artist, by means of written notification of termination from either party to the other. Within 30 days of the notification of termination, all accounts shall be settled. Artist is

responsible for keeping contact information current and agrees to notify TMA immediately in writing of any changes to name, address, phone, or email.

9. **WARRANTIES & INDEMNIFICATION.** Artist warrants to TMA that the Goods consigned pursuant to this Agreement are not in violation of any trademark, copyright, or other proprietary rights of any third parties, state or federal law, or administrative regulation. Artist hereby agrees to indemnify and hold harmless TMA from all damages, suits, litigation, awards and costs, including but not limited to attorney's fees, which arise out of the display or sale of the consigned Good for any reason whatsoever, including but not limited to civil or criminal suits over the authenticity, legality, ownership infringement of copyright or trademark or any other claim or litigation.
10. **BUYER DISSATISFACTION.** If the buyer is dissatisfied with the item or the item arrives damaged during shipping, the buyer will be directed to contact TMA and TMA will then contact the artist. It is the artist's responsibility to contact the buyer directly and come to an agreement that satisfies both artist and buyer. Products will not be returned to TMA, but returned directly back to the artist, and all shipping costs are the responsibility of the artist.
11. **CONTACT.** Any questions or concerns over sales, payment, or other issues must be directed to Libba Cooper, events coordinator at lcooper@taubmanmuseum.org, or Stacy Reece, accounting manager at sreece@taubmanmuseum.org.