

**Two Tulips, LLC (dba Tulips) Consignment Agreement**

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**[www.tulipsboutique.com](http://www.tulipsboutique.com)**

**The Artist:**

**Name** \_\_\_\_\_

**address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**AND**

**Tulips 207 S. Main St. Viroqua, WI 54665 hereby enter into the following Agreement:**

1. Agency; Purposes. The Artist appoints Tulips as agent for the Works of Art &/or Craft consigned under this Agreement, for the purposes of exhibition and sale. Tulips shall not permit the works of art &/or craft to be used for any other purposes without the written consent of the Artist.

1A: Tulips is considering adding a “shopping” section to our website where our handmade arts &/or crafts will be available for purchase. As a consignee of Tulips, you will have the option to have your wares be for sale on our website. The “shop” will be linked to a Tulips Etsy store. The commission for these sales will be the same as agreed upon for our brick and mortar store sales (see #7). Again, this is something we are considering as of yet, have no date set. Please sign here indicating whether or not you agree to be part of this venture:

YES: \_\_\_\_\_ NO: \_\_\_\_\_

2. Consignment. The Artist hereby consigns to Tulips, and Tulips accepts on consignment, those Works of Art &/or Craft as agreed upon in initial contract acceptance and signing. Additional Inventory may be incorporated into this Agreement at such time as both parties agree to the consignment of other Works of Art &/or Craft. All Inventories shall be submitted by artist and accompanied by Inventory sheet supplied by Tulips.

3. Warranty. The Artist hereby warrants that he/she created and possesses unencumbered title to the works of art &/or craft, and that their descriptions are true and accurate.

4. Duration of Consignment. The Artist and the Gallery agree that the initial term of consignment for the Works of Art &/or Craft is to be 3 months and that the Artist does not intend to request their return before the end of this term.

Thereafter, consignment shall continue until the Artist requests the return of any or all of the Works of Art &/or Craft or Tulips requests that the Artist take back any or all of the Works of Art &/or Craft with which request the other party shall comply promptly.

5. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Works of Art &/or Craft from the Artist to Tulips shall be the responsibility of the Artist, and in their return to the Artist, shall be the responsibility of the Artist.

6. Responsibility for Loss or Damage, Insurance Coverage. Tulips shall be responsible for the safekeeping of all consigned Works of Art &/or Craft while they are in its custody. Tulips shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Works of Art &/or Craft), to the full amount the Artist would have received from Tulips if the Works of Art &/or Craft had been sold. Tulips shall provide the Artist with all relevant information about its insurance coverage for Works of Art &/or Craft if the Artist requests this information. [Tulips shall have Artist named an "Also Insured" on its insurance policy, to the extent of the Artist's amount due for the total consignment.]

7. Pricing; Tulips Commission; Terms of Payment. Tulips shall sell the Works of Art &/or Craft only at the Retail Price specified on the Inventory Sheet. Tulips and the Artist agree that the Gallery's commission is to be 50 percent of the Retail Price of the Works of Art &/or Craft. Any change in the Retail Price, or in Tulips commission, must be agreed to in advance by the Artist and Tulips. Payment to the Artist shall be mailed by Tulips no later than the 7th day of the month following the month of sale of any of Works of Art &/or Craft. Tulips assumes full risk for the failure to pay on the part of any purchaser to whom it has sold Works of Art &/or Craft.

8. Promotion. Tulips shall use its best efforts to promote the sale of the Works of Art &/or Craft. Tulips agrees to provide adequate display of the Works of Art &/or Craft, and to undertake other promotional activities on the Artist's behalf.

9. Accounting. A statement of accounts for all sales of the Works of Art &/or Craft shall be furnished by Tulips to the Artist on a regular basis, in a form agreed to by both parties, as follows: monthly with commission payment.

[The artist will complete an Inventory Sheet provided by Tulips showing retail price and Artist's amount due for each item. Tulips will complete Inventory Sheet and return to Artist with payment of Artist's amount due for missing items by the 1st day of each month.]

The Artist shall have the right to inventory his or her Works of Art &/or Craft in Tulips and to inspect any books and records pertaining to sales of the Works of Art &/or Craft at any time during Tulips normal business hours.

10. Termination of Agreement. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Tulips or the Artist, by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Works of Art &/or Craft shall be returned by Tulips.

11. Procedures for Modification. Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

12. Miscellany. This Agreement represents the entire agreement between the Artist and Tulips. 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 Tulips, whether by operation of law or otherwise, without the prior written consent of the Artist.

13. Choice of Law. This Agreement shall be governed by the law of the State of Wisconsin.

\_\_\_\_\_ (Signature of Artist)

\_\_\_\_\_ (Signature of authorized representative Two Tulips, LLC (dba Tulips))

\_\_\_\_\_ Date

### A note about our Commission Rate:

Prior to opening, we did a fair amount of research and talked to several folks in the business. 50% is standard wholesale and while we realize that consignment is different than wholesale because you aren't being paid up front, it is still standard for gallery and resale shop sales. 60/40 is another option and we may move toward that in the future when our business has grown. But for now, because we pay all of the overhead (i.e. insurance, rent, utilities, taxes, marketing/advertising and physical hours) we are sticking with the rate of 50/50. Having said that, we would like to re-iterate that you, the artist, sets the price....

It is our goal to have a mutually successful relationship with our artists and are always open to further discussion on this topic but feel that we must keep the rate the same for all of our artists. If the time comes that we are able to adjust this rate in your favor...we'll be letting you know!

### **Tulips Mission Statement: (abbreviated)**

Welcome to Tulips. We hope you enjoy your stay and we anticipate your return. Tulips is the manifestation of what 2 ladies want; for ourselves, each other, our families and the community as a whole. We have designed our space as our favorite living room filled with many of our favorite things, some of them hand-crafted by our favorite people. A sure sense of pride stems from our location on the Main Street "strip" in Viroqua, Wi.

There are many different facets of Tulips. At it's conception, our vision was to offer a space to the many talented women and men of our small town, a place in which to display and sell their creations. Shortly thereafter, our vision quickly expanded and we realized we could fill a void in our town by offering a store full of not only local hand-crafted items but an inventory of gifts, novelty items and knick knacks for all occasions.

We choose our merchandise very consciously and strive to not only offer creativity but also to inspire it. We are committed to creating and maintaining an environment that will grow and change but will always support our ideals.

