

NSAA GRAFTON ARTS MILL  
“A WINTER SOLSTICE”

Quilt and Art Show Entry Form

January 2nd - 30th

The Arts Mill is proud to present, “A WINTER SOLSTICE” Quilt and Art Show.

**Artists are invited to submit 1 piece of art to this non-juried Quilt and Art Show.** Artists are asked to submit a photo of their entry prior to art drop off, details below. The Arts Mill reserves the right to reject any work due to images being inappropriate for our audience. Work must be created by an artist 18 or older. All work must be the artist’s own original concept, design and execution; and not previously shown in the Arts Mill Gallery. Each piece must be clearly labeled on the back and properly framed or mounted and ready to hang. Art must be framed and must have wire attached securely on the back for hanging, NO sawtooth or notch tooth hangers. Paintings or painted artwork must be completely dry. All matted works on paper must be behind glass or plexiglass. Artists who enter video/digital entries are required to provide all equipment required to view their art as well as set up the entry for the exhibit.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Type of entry \_\_\_\_\_ Size \_\_\_\_\_

Title \_\_\_\_\_

**Entry Deadline is December 1, 2014**

Please attach photo and mail entry form to:

Koretta Bearer c/o Grafton Arts Mill

1300 14<sup>th</sup> Avenue, Grafton, WI 53024

Drop off of art will be between December 1<sup>st</sup> and 15th

Art must be picked up by: February 3rd- 5th 11-5pm

Works not picked up on time will become the property of the Arts Mill - unless special arrangements have been made.

**SALES:**

The Arts Mill retains 30% of the price on all items sold during the exhibition. Please price work accordingly.



## NSAA Arts Mill - CONSIGNMENT

## AGREEMENT

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between, The North Shore Academy of the Arts, Inc. (the "NSAA", "NSAA Arts Mill" or the "Arts Mill"), a non stock not-for-profit corporation organized under the laws of Wisconsin with its principal place of business located at 1111 Broad St, Grafton, WI 53024, and \_\_\_\_\_ (the "Artist").

### RECITALS

The NSAA is dedicated to offering high caliber opportunities in the performing, visual, and literary arts to all ages. The NSAA desires to sell Artworks at the Arts Mill, a leased facility located at 1300 14th Ave, Grafton, WI 53024; The Artist desires to place artwork, created and owned by the Artist, on display and for sale at the Arts Mill; NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, together with valuable consideration and in good faith, the Artist and NSAA agree as follows:

**1. Agency; Purposes.** The Artist appoints the NSAA Arts Mill as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition and sale. The NSAA Arts Mill shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.

**2. Term and Duration of Consignment.** The Arts Mill and Artist agree to an initial consignment term of The Winter Solstice Show dates - January 2nd - 30th. Art works must be picked up Feb 2nd-5th 11-5pm. Works not picked up during that time become the property of NSAA Arts Mill.

**3. Warranty.** The Artist warrants that he or she has all rights to enter into this agreement. The Artist further warrants that he or she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate. The Artist warrants that the Artworks is original and the Artworks do not, in whole or in part, infringe any copyright, violate any right to privacy or other personal or property right whatsoever, or contain an libelous or scandalous matter or matter otherwise contrary to law.

**4. Transportation/Pick up Responsibilities.** The Artist shall bear the responsibility of all packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to the Arts Mill. The Artist shall also bear the responsibility and costs for any Artworks returned to the Artist for any reason whatsoever.

**5. Responsibility for Loss, Insurance Coverage.** The Arts Mill shall incur no liability in relation to the Artworks, including, inter alia, damage, loss, theft, or negligence. Notwithstanding the foregoing, the Arts Mill will make reasonable efforts to protect consigned Artworks from accidental damage or breakage while on the premises. The NSAA will hold a general liability insurance policy, with coverage extending to personal injury, death or property damage occurring on, or about the premises. Damages recoverable by the Artist shall be limited only to damages payable within the scope of the insurance policies held by the NSAA.

**6. Fiduciary Responsibilities.** The Arts Mill does not and will not retain title to the Artworks. Title to each of the Artworks remains in the Artist at all times until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks

shall be held in trust for the Artist. The Arts Mill shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of the Arts Mill.

**7. Pricing: The Arts Mill's Commission; Terms of Payment.** The Arts Mill shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Arts Mill and the Artist agree that the NSAA's commission on the sale of individual Artworks will be thirty percent (30%) of the Retail Price of the Artworks. Payment of the remaining seventy percent (70%) of the Retail Price will be made to the Artist within sixty (60) days following the date of sale.

**8. Termination of this Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Arts Mill or the Artist, by means of written notification of termination from either party to the other. Upon termination of this agreement, the Artist must remove his or her work from the Arts Mill. If the Artist fails to remove the Artworks from the custody of the NSAA within a period of thirty (30) days, the NSAA in its sole discretion reserves the right to take any reasonable actions necessary to remove or dispose of the Artworks at the Artist's expense.

**9. Miscellaneous.** This Agreement represents the entire agreement between the Artist and the NSAA Arts Mill. 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 may be assigned by the Arts Mill, to the benefit of the successors of the Arts Mill, whether by operation of law or otherwise, at any time. In the event of such assignment, Artist will be notified by the NSAA in writing.

**10. Modifications.** No modifications or other changes to this Agreement shall be effective unless mutually agreed in writing.

**11. Choice of Law.** Agreement shall be governed by the laws of the State of Wisconsin. Any dispute arising out of or in connection with this agreement shall be settled in Wisconsin Courts.

**12. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, The Artist and NSAA have signed this agreement as of the Effective Date.

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

Artist:

Date:

\_\_\_\_\_ (Signature of the NSAA)

Name:

Title:

North Shore Academy of the Arts, Inc.