Marshall Area Fine Arts Council
Located on 2nd Floor Marshall City Hall
344 West Main St, Marshall MN 56258
507-532-5463 mafac.arts@gmail.com

ARTIST CONSIGNMENT AGREEMENT

I, _____the undersigned artist, hereafter agree to consign/exhibit my artwork to the MAFAC Gallery, 344 West Main St, Marshall MN, subject to the following terms and conditions.

1. All artwork submitted to the Arts Center will be juried by members of the Exhibit appointed by the Marshall Area Fine Arts Council.
   A. Only originals and reproduction of fine quality will be accepted.
   B. The Arts Center will determine the number and display arrangement of items accepted from an artist.
   C. The artist must pick up and deliver all artwork personally or inform the Arts Center of the person designated by the artist for transport of the work(s).
   D. Work(s) not accepted must be picked up by the artist no later than three weeks after the date of notice by the Arts Center. If not picked up within the time allowed after the notice, the work(s) become the property of the Arts Center.

2. Two-dimensional works must be framed and/or prepared for proper exhibition. Artist will have each piece properly identified. If a special display is needed, it will be provided by the artist and approved by the Exhibit or Gift Shop Coordinator.

3. Insurance for artworks(s) will be the sole responsibility of the exhibiting artist. The Arts Center and the Marshall Area Fine Arts Council assumes no responsibility for damage or loss, by any cause, to work(s) submitted to the Arts Center unless such action shall arise from an intentional act or act of gross negligence by an employee of the Arts Center.

4. The Arts Center will maintain an inventory of items included in an exhibit or submitted for sale in Art Gallery.

5. The artist will be notified of the sale(s) of consigned artworks(s) and will receive a check from the Marshall Area Fine Arts Council in the mail no later than 45 days from the date sold. MAFAC will collect and pay state and local sales tax. The specified retail prices may not be changed without the artist's written permission.

6. The Arts Center will have available a copy of the Bill of Sale for each original artwork sold.

7. The Arts Center recognizes that, within the agreed dates, the consigned work(s) remain the property of the artist until they are sold and will not be removed from the Arts Center without the artist's permission, except for any offsite sales opportunities under MAFAC's control.

8. Either party may terminate this agreement at any time. On termination of the agreement, the artist is responsible for collecting and removing all their consigned work(s). The artist must claim artwork within 30 days after the date of notice of termination. If not claimed, the artwork becomes the property of the Arts Center. It is the artist's responsibility to notify the Arts Center if contact information changes.

9. The artist gives permission that photographs of work may be used in promoting MAFAC, Exhibit program, Arts Center, and upon MAFAC's approval, used in other publications or websites of organizations or businesses that collaborate with MAFAC.

10. The artist will receive 75% of the proceeds from sales of Exhibit items to the Arts Center. MAFAC will receive the remainder 25%.

Consented and agreed to: Artist Code_____

Artist

_____

Artist's Signature

_____ _____

Artist's Printed Name Date

_____

Address

_____ _____

Artist's Phone Artist's Email

MAFAC Art Gallery Representative:

_____ _____

Signature Date

Rev. 5/2026