



Museum of the
Grand Prairie

Gift Shop Artist Consignment Agreement
Champaign County Forest Preserve District Museum of the Grand Prairie
P.O. Box 1040, Mahomet, IL 61853
217-586-2612

I. Artist: (Name, Address, Telephone Number, and Email Address)

II. Art Dealer:

Champaign County Forest Preserve District
c/o Champaign County Forest Preserve District Museum of the Grand Prairie
P.O. Box 1040
Mahomet, IL 61853
Phone: 217.586.2612

Hereby enter into the following Agreement:

From: _____ To: _____

III. Consignment Terms

Artist represents, certifies and warrants that he/she is the maker of any and all work(s) of fine art (hereinafter a/the “Work(s)”) as defined in the Illinois Consignment of Art Act (815 ILCS 320/1) (hereinafter the “Act”) Artist submits to Art Dealer for sale in the Art Dealer’s Museum of the Grand Prairie (hereinafter the “Museum”) Gift Shop (hereinafter the “Gift Shop”) as contemplated in this Agreement and the Act.

Artist at his/her own cost shall deliver or ship any Work(s) covered by this Agreement to the Museum. At the time of delivery, Artist and Art Dealer will prepare and execute a schedule to be incorporated into this Agreement by reference, and which shall contain the following information with respect to each Work:

- An accurate description of the Work;
- The value of the Work;
- The minimum number of days the Work is to be displayed (subject to suitability); and
- The minimum price for the sale of the Work (the “Minimum Price”), and any discounts ordinarily given by Art Dealer in its regular course of business.

Proceeds from the sale of each item will be paid to Artist as provided below. Art Dealer shall retain 20% of (i) the actual sale price if sold at a higher price than the Minimum Price or (ii) the Minimum Price if sold at or below the Minimum Price as Art Dealer's commission.

Art Dealer may use or display any Work or a photograph of the Work or permit the use or display of the Work or a photograph of the Work on condition that Art Dealer gives notice to users or viewers that the Work is Artist's work.

IV. Accounting and Payment

Art Dealer will furnish a listing of each Work sold within 30 working days of the closing of each month. Checks issued by Art Dealer for Artist's share of proceeds from the sale of any Work will be issued within 30 days of the closing of the month in which the Work is sold. Artist may check the inventory at the Gift Shop or display within the Museum at any time during normal Museum business hours. Artist represents, certifies and warrants that he/she is not subject to back-up withholding requirements by the Internal Revenue Service or any similar requirement of the Illinois Department of Revenue. All payments made under this Agreement shall be made for the gross amount due to Artist, and Artist is solely responsible for any amounts due either the Internal Revenue Service or the Illinois Department of Revenue.

V. Risk of Loss or Damage

Artist will be solely responsible for any loss or damage to a Work that occurs during shipment or delivery to and/or removal of the Work by Artist from the Museum. Art Dealer will be liable for any loss or damage to a Work while it is held by Art Dealer's as trust property pursuant to the Act, except when left beyond the contract period. In the event of any damage or loss, the amount payable to Artist shall not exceed 80% of the Minimum Price.

VI. Display and Transfer of Items

Museum shall have the right to display all Works delivered to it under this Agreement in any manner Art Dealer deems appropriate. Art Dealer reserves the right to determine the suitability of any Work for display or sale, and to return any Work deemed unsuitable as set forth below. Suitable Works will be displayed for no less than the number of days established in the list delivered with the Work. Notice will be given to buyers that Works are Artist's work.

VII. Returns

Unsold Works will be removed from the Museum by Artist at the end of the Agreement period. This Agreement automatically terminates as to any items returned to the Artist or removed by Artist prior to the end of the Agreement period. Art Dealer will give reasonable notice to Artist that a Work is to be removed.

Artist has a continuing duty to maintain his/her current mailing/shipping address with Art Dealer. When Artist is unable or unwilling to remove a Work within 30 days after notice to remove has been sent to him/her, Art Dealer agrees to make reasonable efforts to return the Work to the Artist. Reasonable effort will not require special shipping or handling procedures.

VIII. Change of Information and Notices

Artist is responsible for notifying Art Dealer in writing of any change in name, mailing and/or shipping address, telephone, email address or taxpayer information. All notices are to be sent in writing to the addresses appearing above.

IX. Termination

This Agreement shall terminate automatically as set forth above or upon the sale of all Works of Artist's and the payment of all funds due Artist. Art Dealer may terminate this Agreement at any time after giving 30 days written notice to Artist during which time the Museum may display or sell Artist's Works as contemplated herein at the discretion of Art Dealer. Artist may terminate this Agreement at any time after giving 30 days written notice to Art Dealer and may remove his/her Works from the Museum with reasonable notice during regular business hours.

X. Compliance with the Act

Except as modified herein, the consignment arrangement contemplated in this Agreement shall be governed by the terms and conditions of the Act.

XI. Signatures

Signed _____ Date _____
Artist

Signed _____ Date _____
on behalf of Art Dealer