

The Shipyard Market Community Arts Wall

Contract

1. Term and Termination: This agreement shall last for duration of artwork being exhibited on the wall and may be terminated by either party giving seven day written notice to the other party. The agreement shall automatically terminate with the death of the artist, the death of the representative or termination of employment of the representative with the Market, if the Market moves to a new location or the market becomes bankrupt or insolvent. On termination, all works consigned hereunder shall immediately be returned to the artist.
2. Exhibition: The Market shall provide participation for the artist in the form of a space on the Shipyard Market Arts Wall for up to two pieces of work which can remain in place for 2 calendar months. The exhibition space is permanently located at The Shipyard Market, Porthleven Shipyard, TR13 9JY.
3. Display: The market shall display the artwork in a location on the wall that is available and works well with the other artwork displayed. The Market is not obliged to offer a space that is deemed better or more visible by the artist. The location of the artwork is entirely at the discretion of the Market Coordinator. The Market may move the artwork to a different position during the course of the exhibition.
4. Hanging: The artist is responsible for making the artwork ready for display and hanging. The artist is responsible for any expense related to the display of their artwork. All artwork must be labelled with price, artist name and name of work.
5. Commissions: The Market is acting as an agent and shall receive 20% commission of the retail price of each work sold. Percentage is to be taken from the total sale price. Proceeds from commissions will be used in form of donations to supporting local causes and projects.
6. Prices: The Market shall sell the works at the retail price provided by the artist, shown on the application form. All artworks must be priced under £300. The Market will not offer any discounts or enter into negotiations with the customer and will only sell the artwork at the original price set by the artist. Artists can email if they would like the price reduced.
7. Modifications: All modifications of this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between parties hereto.
8. Web & Social Media: Occasionally artwork exhibited at the Market may also be advertised as for sale or mentioned on the Shipyard Market Social Media. Sales will always be in person at the Market and not through a website or other online channels. By signing this agreement, the artist agrees they are happy to have their artwork featured on social media or press.
9. Conditions of sale and collection of unsold work: All displayed items are to be sold under the above conditions. 20% commission will be collected from the sales by Harbour and Dock Co – proprietors of the Shipyard Market. If the artwork has not sold under the terms agreed within the exhibiting period, the artist must immediately collect the item returned by the Market before the end of two calendar months or as

notified by the art wall coordinator. The Market will not post or deliver uncollected work, the artist must arrange a collection of the artwork.

10. Conditions for the end of agreement period: Any artwork that is not collected within 1 week of the end of the artist display period will be donated to charity. The market does not have the space or facilities to safely or securely store uncollected artwork. Artists will be notified and will need to arrange to collect ASAP.
11. Loss or damage: The Market will not accept any responsibility for artwork lost, stolen, damaged or vandalised. The Market does not offer any cover for items lost, stolen, damaged or vandalised. The artist must accept full responsibility for the displayed works entirely at the artists own risk. The Shipyard Market are a retail and community space and does not employ security that keeps watch on individuals entering and leaving the premises. The Market will not be held liable for damage incurred by natural disaster, earthquake, and/or other environmental factors, or acts of God.
12. Conditions of Sales: To purchase the artwork, the "Customer" will inform the market representative present in The Shipyard Market. The customer must then pay via card machine (No cash sales). The artwork sold will be recorded in the sales book.
13. Artist Payments: Harbour and Dock Co will act as the agent for the artist to secure a sale. On receipt of the sale proceeds, H&D will retain 20% by way of commission and will pay the balance of 80% to the artist directly to the account nominated by the artist and noted on this agreement. The market coordinator will then inform the artist via phone or email that their artwork has sold within 4 weeks of sale. H&D shall pay the artist all proceeds due by the artist by BACS within thirty days and provide a receipt.
14. Termination of Agreement: The Market reserves the right to refuse artwork, terminate the agreement and ask the artist to remove any artwork that is causing offence of any nature. PAC will not tolerate any rude, offensive or abusive behaviour towards staff from the artist, and such behaviour will result in the termination of the agreement and removal of artwork from the wall.