

EYELEVEL BOOKSTORE AGREEMENT

This agreement sets out the terms of the relationship between the Eyelevel Gallery Society (Eyelevel) and the artist/group/organization who's work is submitted to Eyelevel's bookstore (the artist). This agreement will be in effect until Eyelevel no longer holds the artist's work, or another agreement to replace this one has been signed.

Both parties agree to the following terms:

- 1. CONSIGNMENT:** The artist consigns to Eyelevel the items provided with this contract. This is not an agreement of purchase, payment for sales of all consigned items is contingent on the item's sale. The artist agrees to provide a list of items for sale along with this contract that includes the title(s) and price(s) of the work(s).
- 2. COMMISSION FEE:** For its services, Eyelevel will receive and retain 30% of the net price from the proceeds of the sale of each consigned item. This still stands even in the event of any third party commissions or discounts. Eyelevel will be responsible for any merchant fees and shipping expenses associated with the sale of these items.
- 3. INSURANCE AND LOSS OF PROPERTY:** All works will be included in Eyelevel's general liability insurance package. Eyelevel is responsible for damage, breakage, or loss of object while it is under their care and agrees to compensate the artist in that event.
- 4. SETTLEMENT OF ACCOUNT:** Eyelevel will pay the artist the net proceeds received from the sale of their items during the prior fiscal year (April – March) by May 15th annually. The artist is responsible for providing Eyelevel with contact information in order to receive payment along with this contract. Should the artist's contact information or address change, the artist is responsible for sending Eyelevel updated contact information for where to send payment. Eyelevel reserves the right to absorb funds and close accounts payable after a year in the event that the artist fails to accept payment. A failure to accept payment can result from: not providing Eyelevel with updated contact information and mailing addresses, not accepting an e-transfer, or not picking up or cashing a cheque before it becomes stale-dated.
- 5. PRICE:** The artist agrees to set the price of the item, which Eyelevel will adhere to with the exception of its standard member discounts (10% off consignment items for Eyelevel members).
- 6. WITHDRAWAL:** Eyelevel will keep the merchandise until it sells unless the artist decides at a later date to withdraw their merchandise from Eyelevel. Eyelevel will be responsible for the cost of return shipping up to a limit of \$20. Eyelevel may also opt to return works to the artist, which it will do at its own expense.
- 7. BOOKSTORE PROMOTION AND TOURING:** By submitting their work to Eyelevel's bookstore, the artist implicitly agrees to allow Eyelevel to promote and tour their submission as it sees fit. Any promotional or touring costs will be Eyelevel's expense. Example of these activities include:

- Taking items to book fairs with Halifax INK (such as the New York Art Book Fair)
- Setting up pop-up shops in businesses around Halifax and at other Artist Run Centres
- Selling items on Eyelevel's bookstore website
- Promoting bookstore items on Eyelevel's website, social media accounts and in print and digital paid advertising
 - The artist agrees to allow Eyelevel to use documentation of their submitted work for these purposes, as well as to promote Eyelevel and its bookstore in general.

8. **AMMENDMENTS:** All amendments and modifications of this agreement will be with the consent of both Eyelevel and the Artist. Changes should be agreed on in writing (ie over email, or confirmed via email following a meeting/phone call).

Please note any special requests, installation instructions or changes that you would like to make to this agreement below:

ITEM & ARTIST INFORMATION:

Please note, this information will be made public, and will be used to create the item listing on Eyelevel's bookstore website at www.eyelevelbookstore.art.

Title

Price

Quantity

Artist Name/Display Name

Short description of work:

Please attach a separate inventory sheet if items in your series have different titles and prices. Artists are asked to submit only one series for our Biannual Member's Printed Matter & Multiples Show (formerly ERI), and may submit up to 10 editions maximum.

Artist Bio:

Artist's website

Social media handles (please note which platform)

Any other promotional details or information on your submission can be attached or emailed to director@eyelevel.art

CONTACT AND PAYMENT INFORMATION:

Payment Name (cheques will be made out to this name)

Email

Phone

Address

Province

Postal Code

Country

Return after the exhibition (bookstore opt-out for member's show submissions)

SIGNED AND AGREED

Sally Wolchyn-Raab, she/her
Artistic Director, Eyelevel
director@eyelevel.art
902-425-6412

Artist Signature

Name

Date Signed

Pronouns

Date Signed