



## Attention Consignment Artists

The Virginia Museum of Contemporary Art (MOCA) is now accepting applications to have your work on display in the Museum Shop. As the leading contemporary arts institution in Virginia, MOCA is committed to supporting working artists who sell artwork that is handmade or original in nature. Buy/sell or imported objects are prohibited.

If you are a Virginia-based artist and would like the opportunity to consign your items in MOCA's Museum Shop, please fill out the information below. Please note that all consignment agreements are short-term 3-6 month agreements and artists will be rotated out to provide exposure for as many artists as possible. Artists may request that they be included on the waiting list if space is not currently available.

### Consignment Artist Application

#### ABOUT THE ARTIST

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ (cell): \_\_\_\_\_

Website: \_\_\_\_\_

Can you provide MOCA with an artist biography or business information to share with the public? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*Please attach a sample of this information.

Examples of places where you sell your artwork \_\_\_\_\_

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## ABOUT YOUR ARTWORK

Accepted artwork may be limited by available shop space. 2-D works can be no larger than 20 x 20 inches. 3-D work should be able to sit on a shelf that is no deeper than 15 inches nor wider than 28 inches unless a table top display is available (table top is 36 inches in diameter).

Description of Items to be sold: \_\_\_\_\_

\_\_\_\_\_

Type of Media: \_\_\_\_\_

Price\* Range of Items: \_\_\_\_\_

\*Artists are responsible for assigning prices to their items. MOCA requests that artists allow no larger than a 25% variance on price between MOCA and any other venue where their artwork is sold.

Please submit at least 2 pictures of your artwork along with the application. Pictures may be print outs or standard files (JPEG, PIC, TIF) submitted via email or CD.

**Consignment artist profits are split 60% to the artist and 40% to MOCA.  
No exceptions!**

Submit application to:

Virginia Museum of Contemporary Art  
Attn: Lauren McHale  
2200 Parks Ave  
Virginia Beach, VA 23451

Or apply via email with the subject titled "Consignment Artist Application" to [lauren@VirginiaMOCA.org](mailto:lauren@VirginiaMOCA.org).

Below, please find the Sample Consignment Sales Agreement:



## SAMPLE CONSIGNMENT SALES AGREEMENT

\_\_\_\_\_ (hereafter referred to as SELLER), and Virginia Museum of Contemporary Art (MOCA), referred to as CONSIGNMENT MERCHANT, agree:

SELLER agrees to consign to MOCA the following goods: *(please attached an itemized list)*.

The title shall remain the SELLER at all times until a final sale. SELLER may recall and take possession of the consigned property at any time.

CONSIGNMENT MERCHANT shall provide and sell the goods consigned at a price not below the retail value established by the SELLER. In return, CONSIGNMENT MERCHANT requests that SELLER establishes all pricing within 25% of all other prices at other venues.

As compensation, CONSIGNMENT MERCHANT shall retain a commission of 40% of the retail cost established by the SELLER.

CONSIGNMENT MERCHANT shall provide an accounting, under oath, or otherwise verified, every month between accounting days to SELLER. Each accounting shall be accompanied by payment in full for all amounts due, provided that amount exceeds \$10. All payments below \$10 will be deferred until such time that payment due exceeds \$10. Should any sums not be paid when due, the SELLER shall have the right, but not obligation, to repossess all merchandise.

CONSIGNMENT MERCHANT shall permit an audit by representatives of SELLER of the inventory of goods at such times as SELLER may desire.

CONSIGNMENT MERCHANT herewith grants a lien to SELLER in the proceeds of the sales of SELLER's goods.

This agreement is for "sale or return." CONSIGNMENT MERCHANT will display goods on average 3-6 months. Should CONSIGNMENT MERCHANT fail to pay or return the same within such time period, then the goods may be reclaimed by the SELLER and

CONSIGNMENT MERCHANT must provide payment for all consignment items sold within 45 days.

Disclaimer: If no merchandise sells in the first 30 days, SELLER may contact CONSIGNMENT MERCHANT to discuss lowering prices and retains the right to pull merchandise and reclaim it.

This agreement shall not be construed to provide a dealership or franchise in CONSIGNMENT MERCHANT. SELLER shall be free to sell on whatever terms it may desire, the goods or other lines sold herein, to any entities that it may desire. Unless under a separate writing a dealership or franchise is provided, MOCA shall have no rights under this agreement.

Further, SELLER shall not be obligated to ship any further goods unless it so desires. During the course of this agreement SELLER may request MOCA to provide an un-audited financial statement showing its current financial status, to SELLER.

\_\_\_\_\_  
*Artist Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lauren McHale, Visitor Services Coordinator

\_\_\_\_\_  
Date