



PARKS AND RECREATION DEPARTMENT

## LYNCHBURG COMMUNITY MARKET

### APPLICATION FOR ART CONSIGNMENT

I hereby apply to sell at the Lynchburg Community Market.

Artist/Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-Mail \_\_\_\_\_ web site: \_\_\_\_\_

Business Facebook page: \_\_\_\_\_

Upon Management approval, the **Artist** and the **Lynchburg Community Market** (hereafter referred to as **The LCM**) enter into the following agreement

1. **Agency; Purposes.** The Artist appoints The LCM as agent for the works of art consigned under this Agreement, for the purposes of exhibition and sale. The LCM shall not permit the artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to the works consigned under this Agreement and does not make the LCM a general agent for any other works.
2. **Exclusive Representation of Designated Pieces.** The Artist hereby appoints the LCM as their representation for pieces designated to the Community Market's Art Space to sell or otherwise make available for acquisition to the public.
3. **Consignment.** The Artist hereby consigns to The LCM , and The LCM accepts on consignment, those Artworks listed on the attached Inventory Sheet which is part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. All Inventory Sheets shall be signed by Artist and LCM management.
4. **Authority of Accepted Artist's Works.** Works of art may be accepted for consignment only from persons designated in contract by LCM management. The LCM may reject artworks at their own discretion per committee.
5. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.

6. **Duration of Consignment.** The Artist and The LCM agree that the initial term of consignment for the Artworks is to be 4 months, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Artist requests the return of any or all of the Artworks or The LCM requests that the Artist take back any or all of the Artworks with which request the other party shall comply within 30 days.
7. **Notice of Consignment.** The Artist shall give notice, by means of a clear and conspicuous sign in full public view that designated works of art are being sold subject to a contract of consignment.
8. **Removal from LCM.** The LCM shall not lend out, remove from the premises, or hold on approval any of the Artworks, without first obtaining written permission from the Artist.
9. **Pricing; Gallery's Commission; Terms of Payment.** The LCM shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The LCM and the Artist agree that the LCM's commission is to be 30% (percent) of the Retail Price of the Artwork. Any change in the Retail Price, or in The LCM's commission, must be agreed to in advance by the Artist and The LCM. Payment to the Artist shall be made by The City of Lynchburg every month, and will include all commissions due for any/all Artworks sold.
10. **Promotion.** The LCM shall use its best efforts to promote the sale of the Artworks. The LCM agrees to provide adequate display of the Artworks, and to undertake other promotional activities. The Artist shall identify clearly all Artworks with the Artist's name, and the Artist's name shall be included on the bill of sale of each of the Artworks. The LCM and the Artist shall agree in advance on the division of artistic control.
11. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The LCM will not permit any of the Artworks to be copied, or reproduced without the written permission of the Artist. In every instance of such use, the artist shall be acknowledged as the creator and copyright owner of the Artwork.
12. **Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by The LCM to the Artist at the beginning of each month for the month preceding. This statement is available at The LCM office with itemized payment of all commissions due to the Artist. The Artist shall have the right to inventory his/her Artworks in the gallery and review reports pertaining to sales of the Artworks.
13. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either The LCM or the Artist, by giving sixty (60) day written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by The LCM.
14. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and The LCM and attached to this Agreement. Both parties must initial any deletions made on this form and any provisions written onto it.
15. **Miscellany.** This Agreement represents the entire agreement between the Artist and The LCM. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of the provisions of the Agreement shall not be construed as a continuing waiver of

other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of The LCM, whether by operation of law or otherwise, without the prior written consent of the Artist. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

- 16. **Liability.** The Artist hereby agrees that all works of art are submitted at the Artist's risk. The City of Lynchburg will not be liable for damage to or loss of any of the Artist's property, merchandise, equipment, or the property or equipment of any of its agents or employees which is brought onto the premises, regardless of how such damage or loss may occur, including any losses or damages caused by electrical or equipment failure, thefts, fire, or by any other reason whatsoever. It is expressly agreed and understood that the Artist, its agents and employees, in placing property, merchandise, or equipment in or on the premises do so at their own risk.
- 17. **Refund.** All sales of Artworks are final and will not be subject to any refund considerations.
- 18. **Removal of Art.** The Artist agrees to remove all art and other property belonging to the Artist within 30 days of being requested to do so by the City of Lynchburg. Any works of art or other property left on City property after the removal date shall be deemed the property of the City and may be removed and disposed of by the City.
- 19. **Review of Works of Art.** The LCM is a family friendly venue and all works of art that are displayed should be suitable for all members of a family. The Artist should keep the family friendly nature of the Community Market in mind when selecting works of art for display and should not select art that contains coarse or offensive language, profanity, vulgar words, references to sexual conduct, violence or that would otherwise be an affront to LCM's standards. The LCM reserves the right to review and approve all works that are offered for display at the Market and to exclude any works of art deemed to be offensive.

I have read and agree to abide by all policies of the LCM as stated in the LCM Handbook. A copy of the LCM Handbook can be found at [www.LynchburgCommunityMarket.com/become-a-vendor](http://www.LynchburgCommunityMarket.com/become-a-vendor) or by request at the LCM Administrative Office.

**I certify that all the information contained in this application is true and correct and that supplying false or misleading information is grounds for the termination of the applicant's lease.**

**Length of Contract** From \_\_\_\_\_ **To** \_\_\_\_\_

**Applicant Name** (Please print) \_\_\_\_\_

**Applicant Signature** \_\_\_\_\_ **Date of Application** \_\_\_\_\_

**Market Manager Signature** \_\_\_\_\_ **Date Received** \_\_\_\_\_



## City of Lynchburg Lynchburg Community Market Vendor *Standards of Conduct*

### *Commitment To Our Customers*

Why do customers visit the Lynchburg Community Market? Since 1783, there are many reasons why people visit and return to the market to include access to fresh healthy foods, community socialization, unique gifts of craft and art, and a fun, friendly environment that offers an irreplaceable Hill City experience.

Many factors are involved in creating an atmosphere in which people can enjoy themselves. Some factors such as weather are not controllable. A sincere and helpful vendor or management team is a factor that is controllable and a major area of focus at our market.

As a participant in the Lynchburg Community Market, the customer is our NUMBER ONE priority. The goal of the staff and vendor is to ALWAYS be friendly, understanding, and willing to serve. By allocating space at the Market, we are asking for a commitment from each vendor that we anticipate to be upheld at all times.

Therefore, market vendors are expected to:

- Make eye contact and smile
- Greet and welcome customers
- Display appropriate body language at all times
- Preserve the Lynchburg Community Market experience
- Thank each and every customer
- Treat individuals, fellow vendors and management alike and those whom they serve, with respect, courtesy, and tact.
- Promote safe operations and comply with all appropriate safety and health regulations.
- Promptly report safety and health hazards so they can be corrected before injuries results.
- Render full and efficient service and provide the highest level of customer service possible
- Comply with all Market rules and regulations

*The following conduct is expressly prohibited. Vendors who engage in any of the following are subject to expulsion from the Market.*

- Carelessly or willfully causing destruction of City property.
- Threatening or assaulting a fellow vendor/staff or the public.
- Acting in a manner that is deliberately disruptive to the commerce of fellow vendors.
- Intimidating a customer for the purpose of sale.
- Deliberately misguiding customer for purpose of sale.
- Participating in mischievous actions such as horseplay, disorderly conduct or similar undesirable conduct.

- Using obscene language towards fellow vendors, market management, as well as customers.
- Arriving late consistently
- Using racial, sexist, or ethnic slurs
- Sexually harassing fellow vendors, management, or customers.
- Bringing a gun, knife or other weapon, either concealed or displayed, onto City premises.
- Engaging in rude or unprofessional behavior or disorderly conduct, even if the behavior is not expressly forbidden by regulation or law.
- Attempting to gain access to the market building after business hours unless approved by market staff
- Conducting any other types of business transactions not approved by application on Market premises
- Contacting Market Staff at their residence is prohibited. All Market related business must be addressed at the Market and during office hours located at 1219 Main Street, by phone at 455-4485, or at [communitymarket@lynchburgva.gov](mailto:communitymarket@lynchburgva.gov). Violation of this clause will result in immediate expulsion.

I have read, understand, acknowledge and comply with the above information.

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**Print Name**

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**Signature**

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**Date**