



Consignment Terms & Agreement

This is a contract between the artist (consignee) _____,
and Domestica LLC located in Des Moines, IA. The following are terms agreed to both by the artist and Domestica LLC.

1. Consignment of Inventory. Domestica LLC accepts on consignment, all of the pieces listed on the attached Inventory List. Future lists may be incorporated into this agreement if signed by both parties.

2. Packaging. Items must be sale ready, with appropriate packaging and identification. The artist is encouraged to include own branding on packaging.

3. Pricing and Terms of Payment. Domestica LLC shall only sell the accepted pieces at the retail price specified by the artist on the Inventory List. Domestica LLC and the artist agree that the company's commission is to be 40% percent of the retail price with the remaining of 60% going to the artist. Both parties must agree to any change to the retail price.

4. Sales. Beginning on the date the artist's work is received by Domestica LLC, inventory is to remain consigned to Domestica LLC for a minimum of 30 days. At the end of 30 days, the relationship will be re-evaluated and Domestica LLC reserves the right to:

- a) keep unsold inventory on consignment for an additional 30-60 days (with the artist's approval)
- b) return any unsold merchandise to the artist
- c) request more inventory.

Domestica LLC reserves the right to remove work from the store for whatever reason they choose. The artist reserves the right to request the return of any unsold inventory at any time after the initial 30 days.

5. Payment. Payment will be made to the artist on the first Monday following the last day of each month in the form of a PayPal payment or a check. If an artist's inventory makes no sales in that previous month, no payment will be made. A list of sold inventory will accompany payment. Payment will only be made out to the name (email address) listed on the Inventory List. The artist is responsible for providing correct mailing and PayPal payment information. Please indicate whether you'd like a check or PayPal payment.

6. Inventory Updates. Updates of artist's inventory will gladly be made available on the last day of the month or by request.

7. Stolen or Damaged Work. Domestica LLC will be liable for damages to or theft of any consigned artwork from the date of delivery to Domestica's physical address and while on location at Domestica.

8. Transportation of Artwork. All charges incurred in the delivery of artworks:
a) from the artist to Domestica LLC will be the responsibility of the artist. This includes shipping insurance.
b) from Domestica LLC to the artist will be the responsibility of Domestica LLC, *unless* the artist requests work back before agreed time.

All shipments are required to be by Priority Mail or to have some sort of trackable delivery confirmation to Domestica LLC, 321 East Walnut Street, Suite 150, Des Moines, IA 50309; 515-283-2000; domestica411@gmail.com; ShopDomestica.com.

9. Promotion. Domestica LLC shall use its best efforts to promote, display and sell artworks. Domestica LLC will clearly identify the artist's name or company's name. Domestica LLC reserves the right to display the work at its discretion.

10. Terms. The artist agrees not to sell or consign the same or clearly similar merchandise consigned to Domestica LLC to any other permanent retail store in Des Moines, IA. This includes items for sale on that retailer's online shop. This does not include items produced by the artist that are different than items consigned to Domestica LLC. This does not include special or temporary events such as craft shows, group shows or an open gallery.

11. Taxes. Domestica LLC will be responsible for all IA state sales tax on behalf of the artist for any work sold at Domestica LLC.

12. Miscellany. In the event of a dispute concerning payment for or return of consigned inventory, Domestica LLC inventory and shipping records shall act as the official record. Domestica LLC reserves the right to make the final interpretation of the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties hereto have signed and agreed to this agreement as of the date below.

Artist:

Artist: _____ (print)

Artist: _____ (sign)

Date: _____

Domestica LLC:

Authorized Signature: _____

Title: _____

Date: _____

Inventory List Attached.