

The Gallery Store Vendor Agreement



This Agreement is entered into between The Artful Lawyer, A Fine Gallery Inc. (“The Gallery”), a not-for-profit corporation and art gallery located at 318 N. Main Street in Blacksburg, Virginia, and _____ (“Vendor”), for the placement of Vendor’s goods for sale in The Gallery Store (“The Store”), located at 320 N. Main Street, Blacksburg, Virginia, and is effective as of the ____ day of _____, 20__.

1. Term and Renewals. The initial term of this Agreement shall be from the date first written above through the conclusion of three consecutive whole calendar months following such date. This Agreement shall automatically renew for successive terms of three months each unless canceled in writing by either party hereto.
2. Acceptance of Goods. The Gallery retains full and sole discretion over the selection and acceptance of Vendor’s goods for sale in The Store, including with respect to any replacement goods offered by Vendor during any term, which selection and acceptance may be denied or withheld by The Gallery at any time for any reason. The Gallery may, in its sole discretion, require photographs, physical specimens, proposed quantities and proposed prices for goods offered by Vendor for consideration for sale in The Store before making any determination on selection and acceptance of such goods.
3. Inventory of Goods. Vendor shall provide The Gallery with a written inventory and price list accompanying all goods accepted for sale in The Store upon delivery of such goods to The Gallery. Each item must also be individually priced accordingly.
4. Continuance of Placement. The Gallery and Vendor each retain the right to discontinue placement of Vendor’s goods for sale in The Store, which determination may be made by either party for any reason and may not be subject to challenge or contest, or made the basis for any claim or cause of action, by the other party.
5. Display of Goods. The Gallery retains full and sole discretion over the display and marketing of items for sale in The Store and shall use its best efforts to market and sell Vendor’s goods. If Vendor’s goods require unique or specialty displays, Vendor shall provide such display(s) to The Gallery. Any display(s) Vendor provides shall remain the personal property of Vendor and shall be retrieved by Vendor at any time that the placement of Vendor’s goods requiring such display(s) is discontinued. Vendor expressly permits The Gallery to take and use photographs of Vendor’s goods, and to use Vendor’s name, for promotional and marketing purposes, including but not limited to brochures, flyers, advertisements and any and all forms of social media, internet websites and other online venues which The Gallery maintains or uses.



6. Packaging and Labeling. Vendor is responsible for maintaining consistent, quality packaging and accurate labeling on all goods. The Gallery will be responsible for providing and affixing price tags on all goods offered for sale in The Store.
7. Vendor's Warranties, Indemnity of The Gallery. Vendor warrants that all goods offered for sale are lawfully owned by Vendor, free of any lien or security interest of another, and may be offered for sale by Vendor in The Store. Vendor warrants that it owns or has obtained all right, title, interest, license or other permission or authority necessary to any intellectual property rights contained in Vendor's goods, and that, to the best of Vendor's knowledge, information and belief, Vendor's goods do not infringe upon the intellectual property rights of another. Vendor agrees to indemnify, defend and hold harmless The Gallery and its agents and affiliates from and against any claim by any third party asserting any interest, right or title in Vendor's goods or asserting infringement of any intellectual property rights by Vendor's goods.
8. Ownership, Control, Responsibility for Goods, Insurance. The Gallery shall provide reasonable and customary methods of securing and keeping safe from loss Vendor's goods and shall use its best efforts to avoid any loss or damage to Vendor's goods. In no event, however, shall The Gallery be responsible for any damage, breakage, loss by fire, water, theft or other act of God or man to Vendor's goods or other related property, if any, placed in The Store. All of Vendor's goods remain the property of Vendor unless and until sold or until unclaimed for more than 30 days following removal from sale in The Store, as provided below. Vendor may carry its own policy of insurance on goods placed with The Gallery for sale in The Store, but The Gallery shall not be required to provide any such insurance coverage for Vendor's goods.
9. Pricing of Goods, Commission. Vendor shall set the initial retail price of the goods which shall be in effect for the first term. The Gallery reserves the right to discount the retail price on any of Vendor's goods not then sold by at least 15%. Vendor reserves the right to collect goods before that time or determine a different price reduction. During the third and final month of each term, The Gallery shall discount the retail price on any of Vendor's goods not then sold by 15% during that third and final month of each term. The Gallery shall charge, collect and remit to the proper taxing authority all retail sales taxes required by law. From the proceeds derived from all goods sold in The Store, excluding taxes, Vendor shall receive 70% of the sale price and The Gallery shall receive 30% of the sales price as a reasonable commission on the sale of such goods.
10. Vendor Volunteer Shifts, Reduction in The Gallery's Commission. Vendor may volunteer to work Saturday shifts of four hours per shift in The Store in exchange for a reduction in The Gallery's commission on the sale of any of Vendor's goods in the month worked by an amount of 5% per four-hour work shift, up to a maximum of three (3) four-hour work shifts per month with a corresponding maximum 15% discount of The Gallery's commission on Vendor's goods in any given month. The Gallery retains full and sole discretion over the scheduling of all volunteer shifts in The Store, taking into account factors such as availability



of shifts and other Vendors' interest in volunteering, among others, and will make decisions regarding the scheduling of Vendor volunteer shifts in the best interests of The Store.

11. Product Delivery and Return. Vendor is solely responsible for delivery of all goods to The Gallery and for retrieval or return of unsold goods at the end of any term if this Agreement is not renewed and/or the goods are not being retained for continued placement for sale in The Store. In no event shall The Gallery be responsible for any costs related to shipping Vendor's goods, nor shall The Gallery be responsible for any loss or damage occurring during shipping or delivery. If Vendor has not retrieved Vendor's goods by the 30th day following the end of any term or notice that such items are not being retained for continued placement for sale in The Store, such goods shall become the sole property of The Gallery and may be sold or otherwise disposed of at The Gallery's option and with no revenue from any subsequent sale due to Vendor.
12. Payment. The Gallery shall remit payment to Vendor for revenue due from the sale of goods on a quarterly basis, by approximately the 10th day of each month following the quarter in which the sale of Vendor's goods occurs. Together with such payment, The Gallery will provide Vendor with an updated inventory statement accounting for all sales transactions and revenues received for Vendor's goods during the previous month, as well as identifying any damage or loss of Vendor's goods occurring during the previous month if not previously disclosed.
13. Customer Returns. The Gallery will accept customer returns of unused, unbroken goods within five (5) days of the date of sale with the exception of holiday goods and any goods offered for sale at a discount during their third and final month of any term, for which all sales are final. Any returned goods accepted by The Gallery will be replaced for sale and returned to Vendor's inventory statement and the sale transaction canceled on Vendor's monthly accounting. Any customer inquiries, questions or concerns regarding the failure, breakage or unsatisfactory performance of Vendor's goods after sale will be forwarded directly to Vendor for resolution at Vendor's discretion.
14. Limitation on Liability. In no event shall The Gallery be liable for any incidental or consequential damages to Vendor, nor shall The Gallery's liability under any claim or theory of recovery exceed the cost of manufacture of Vendor's goods accepted for sale in The Store.
15. Miscellaneous. This Agreement shall not be construed to create a partnership or joint venture between Vendor and The Gallery. This Agreement may not be assigned by either Party. This Agreement will be governed by the laws of the Commonwealth of Virginia, excluding its choice of laws provisions. The sole and exclusive forum and venue for any dispute relating to this Agreement will be the state or federal court whose jurisdiction includes the Town of Blacksburg, Virginia, to which jurisdiction and venue the Vendor and The Gallery irrevocably submit. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter.



READ, UNDERSTOOD AND AGREED:

VENDOR

Signature _____

Vendor Name _____

Vendor Contact _____

Address _____

Phone _____

Email _____

THE ARTFUL LAWYER, A FINE GALLERY, INC.

Signature _____

Diana R. Francis
Gallery Manager
318 N. Main Street
Blacksburg, VA 24060
thegallerystore@artfullawyergallery.org
540.443.9350 ext707