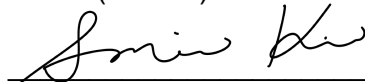


ART SALE CONSIGNMENT AGREEMENT

I will be submitting my artwork(s) ("Work(s)") on consignment for sale at the 2020 SMFA at Tufts annual Art Sale (the "Art Sale"). I understand that the following terms and conditions apply to this submission(s):

- (i) I am voluntarily submitting my Work(s) for consideration for inclusion in the Art Sale.
- (ii) I understand that not all Work(s) submitted for consideration shall be selected for inclusion in the Art Sale.
- (iii) I guarantee that all my Work(s) are my original works of art, and I am not infringing on any rights of third parties; I guarantee that I own the Work(s), and have full authority to submit the Work(s) for sale; and that the Work(s) that I am submitting to the Art Sale were created by me independently, and not as an independent contractor or employee of the Trustees of Tufts College ("Tufts") or the SMFA at Tufts.
- (iv) In connection with such submission(s), I am donating a minimum of 50% of the proceeds received from any sale of the Work(s), as indicated on my completed registration, to the Trustees of Tufts College ("Tufts"), and those proceeds shall benefit the SMFA at Tufts and its programs, faculty and students.
- (v) I authorize Tufts to use my name and images of my work in promotional materials. I hereby agree that the photographs of my artwork that I uploaded with my registration can be used by Tufts for purposes of the Art Sale, and for public relations, publicity, promotional, fundraising and recruitment purposes, by any means, methods and media (website, social media sites, print and electronic).
- (vi) I authorize Tufts to sell the Work(s) that I am submitting to the Art Sale for the price(s) I have set for each Work.
- (vii) I understand that, if the Work(s) are sold, I will be receiving an acknowledgement from Tufts for the donation I am making to Tufts in compliance with applicable law.
- (viii) I understand that if the Work(s) are damaged prior to their arrival at Tufts, their sale may be rescinded, in which case Tufts is not responsible for providing me with sale proceeds. Artists may want to contemplate insuring the Work(s).
- (ix) **I agree that if any of my Work(s) are sold at the Art Sale, I will deliver the sold Work(s) to 230 The Fenway on December 1st, 2nd, 3rd, or 4th, by appointment. I further agree that if I am unable to deliver my sold Work(s) during this time, I shall ship said work(s) to 230 The Fenway, to be delivered no later than December 4, 2020. I shall be solely responsible for any expenses related to this shipment or delivery.**
- (x) I understand that, as a self-employed individual, it is my obligation to pay applicable income, social security, Medicare and any other statutory-mandated taxes required by State and Federal laws in connection with the proceeds from the Art Sale.
- (xi) As a condition to submitting my Work(s) for sale at the Art Sale, I will complete and submit Form W-9 or Form W-8BEN (if a non-US Citizen or a non-permanent resident) to Tufts.

Name (Printed)



Signature

Date

Address (Street, City, State, Zip)

Phone

