



# INDIANA STATE FAIR

## INDIANA STATE FAIR COMMISSION INDIANA ARTS CONSIGNMENT AGREEMENT

This Consignment Agreement (“Agreement”) is made:

**BETWEEN:** Indiana State Fair Commission, an Indiana body and politic (“Commission”):

**AND**           **ARTIST:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

In consideration of the terms and conditions of this Agreement and other valuable consideration, the parties agree as follows:

### 1. Recitals

- a. Commission, on behalf of the Indiana State Fair Board, will provide an opportunity for the consignment of the following Indiana Arts works (“works”) exhibited during the 2021 Indiana State Fair, July 30 through August 22, 2021; and
- b. Artist desires to arrange for the sale of his/her Work during the 2021 State Fair.

Works Title & Description	Entry ID	Medium	Framed Size	Sale Price (Sales tax will be added)	Date Sold	Signature of Buyer	Indiana Arts Staff Initials
			_____ (H)				
			_____ (W)				

### 2. Consignment

#### a. Terms of Consignment

- i. Commission shall make Works available for sale on a consignment basis.
- ii. Artist is responsible for clearly making Works with sale price.
- iii. For all works sold during the 2021 State Fair, the Commission shall collect the funds for the sale, then distribute to the Artist, who shall receive eighty percent (80%) of the pre-tax proceeds and the Commission shall retain twenty percent (20%) of the pre-tax proceeds.
- iv. Commission shall forward amount due to Artist within thirty (30) days after the close of the 2021 State Fair.
- v. Artist agrees to complete a W-9 Form and submit this form to the Commission upon execution of this Agreement.

#### b. Retrieval of Unsold Works

- i. Artist shall pick up any unsold Works on Monday, August 23, 2021.
- ii. Artist understands and agrees that any Works not picked up on or before August 24, 2021, 6:00 PM will be disposed of by the Commission.

### 3. Title to Merchandise

Works shall remain the property of Artist until sold under this agreement. Artist, by signing this Agreement, affirms that he/she that the Works under this Agreement are original works of the Artist and that no third person can assert any copyright or other ownership interest in the Works.

### 4. Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the courts of Marion County, State of Indiana.

### 5. Indemnification

Artist agrees to indemnify, defend, and hold harmless the State of Indiana, Commission, the State Fair Board, the Indiana State Police and the Indiana Department of Homeland Security and their agents, officials, and employees from all claims and suits, including those of third party rights asserted with respect to the Works under this Agreement, and to pay any court costs, attorney's fees, and other expenses related to such claims and suits.

### 6. Entire Agreement and Modification Agreement

This Agreement is the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this Agreement. This Agreement may be modified at any time upon written agreement signed by the parties.

### 7. Force Majeure

In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event") or a Force Majeure Event causes the cancellation or postponement of the 2021 State Fair, the party who has been so affected shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

### 8. Assignment

Artist shall not assign this Agreement without prior written consent of Commission.

### 9. Compliance with Laws and Regulations

Artist shall comply with all applicable federal, state, or local statutes, ordinances, laws, rules, and regulations, including but not limited to those relating to sanitary and health requirements.

### 10. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he/she is the representative, agent, member, or officer of the Artist, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Artist, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

This Agreement shall not be valid or binding on the parties until approved and signed by the Executive Director of the Indiana State Fair Commission or her designee.

In Witness Whereof, the parties have executed this Lease as of the dates set forth below.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Artist

**INDIANA STATE FAIR COMMISSION**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Cynthia C. Hoye, Executive Director