



**MERCHANDISE SALES CONTRACT**  
 9930 102 Avenue, Sir Winston Churchill Square  
 Edmonton, AB T5J 5H7  
 Phone: 780-420-1757 | Fax: 780-426-5368  
 Email: tix@tixonthesquare.ca

Date Received:
Received By:
Account No:

<b>Company Name:</b>	
<b>Cheque Payable to:</b>	
<b>Website:</b>	<b>Instagram:</b>
<b>Facebook:</b>	<b>Twitter:</b>
<b>Mailing Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	

The artist/organization (hereby known as “vendor”) and TIX on the Square (hereby known as “TIX”) enter into the following merchandising agreement as per the Terms and Conditions below.

**Note: TIX on the Square is owned and operated by the Edmonton Arts Council (hereby known as EAC).**

**Vendor Expectations:**

- Include a detailed packing list with all product deliveries. TIX is to be notified of any changes to merchandise pricing, naming, descriptions, etc.
- Provide TIX with high-resolution images (min. 500 x 500 px) for use on the TIX and EAC websites, e-newsletters and social media platforms, along with an artist biography.
- List TIX as an authorized retailer/stockist on any applicable communication channels (website, e-newsletters, social media, etc.)
- Inform TIX of any incorrect or outdated contact or payment information. Failure to do so may cause a delay in commission pay-out.

**Communication:**

- TIX will communicate any updates to this, and any future contracts or agreements via email, as necessary.
- The vendor is responsible for updating TIX with new contact information. Failure to do so may cause a delay in commission pay-out.
- TIX will contact vendors monthly with relevant shop updates, opportunities to participate in TIX or EAC initiatives and / or reminders to replenish or refresh inventory.
- The vendor consents to TIX and the EAC posting and sharing any or all provided digital assets, including photography, social media assets, and written materials.
- The vendor will respond to urgent TIX email or telephone communications in a timely manner. Failure to maintain open communication with TIX can result in contract re-assessment or termination.
- As email is the preferred communication between TIX and the vendor, please mark tix@tixonthesquare.ca as a safe address and primary contact.

**Copyright:**

- The vendor warrants that the artwork, merchandise design or intellectual property provided is original to the artist/organization and does not violate any copyright of any other person. The artist/organization shall indemnify and hold harmless TIX on the Square, its partners, employees, agents, servants and contractors for any and all losses, claims, demands, suits, actions, judgments or costs that may arise from the allegation that the artwork, merchandise design or intellectual property is not original to the vendor.
- The vendor agrees to let TIX and the EAC repost their work without further permissions, so long as the vendor is properly credited, for the duration of the agreement.

**Miscellaneous:**

- The vendor accepts that merchandise may be lost, damaged, or stolen. If merchandise is lost, damaged or stolen while on consignment, the vendor will be compensated for the commission value of all affected items. If an artist receives compensation for damaged merchandise, the affected item(s) become TIX property.
- TIX will not be held responsible for any damages of product in transit to or from TIX on the Square.
- The vendor may remove their merchandise from TIX for any reason. Inventory pick-up must be scheduled with five (5) business days' notice given to the TIX staff.
- The data collected from the vendor during the term of the agreement shall be exclusively used by TIX and the EAC, in accordance with privacy laws, and will not be shared with any third-party.

**Contract Revisions and Termination:**

- Contracts will be evaluated by TIX on an annual basis to assess and maintain a strong partnership.
- Contracts may be terminated by either party with thirty (30) days' notice. Any unsold merchandise that remains at TIX after the contract is terminated must be picked up within those thirty days. After six months from contract termination date, any remaining merchandise, display materials or artwork will be deemed abandoned.

**Payment agreement:**

- TIX on the Square offers a commission split of 70% (to the artist), 30% (to TIX).
- Commission cheques are automatically issued monthly if \$50 in commission has been reached. Sales will be carried over monthly until this \$50 minimum is met. Note however, the vendor may request a manual payout by contacting TIX.
- The vendor is responsible for updating TIX with up-to-date payment information. Failure to do so may cause a delay in commission pay-out.
- The vendor is responsible for any GST from the sale of the goods.

<b>Client Signature:</b>		<b>Date:</b>	
<b>TIX Representative:</b>		<b>Date:</b>	