

ARTIST-GALLERY CONSIGNMENT AGREEMENT

ARTIST: Name: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

Business Number or SIN Number (not phone #) _____

and

THE GALLERY: Dalcon Visual Arts

4914 - 50 Street

Wetaskiwin, AB

T9A 1J8

780.352.6092

Hereby enter into the following Agreement:

1. Agency; Purposes.

The **Artist** appoints **The Gallery** as agent for the works of art ("**the Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale. **The Gallery** shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to works consigned under this **Agreement** and does not make **The Gallery** a general agent for any other works.

2. Exclusive Representation.

The **Artist** hereby appoints **The Gallery** as their sole representation throughout the City of Wetaskiwin to sell or otherwise make available for acquisition to the public, the **Artist's Artworks**, with the exception of trade shows, markets or personal commissioned orders. Any artworks requested to be removed from the gallery while still under contract as noted in this agreement, the artist will compensate the gallery the commission agreed to upon the signing of this agreement should the artwork be sold outside the gallery premises regardless of the location the artwork is sold.

3. Consignment. The **Artist** hereby consigns to **The Gallery**, and **The Gallery** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** which is a part of this **Agreement**. Additional Inventory Sheets may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Inventory Sheets** shall be signed by **Artist** and **Gallery**.

4. Authority of Accepted Artist's Works.

Works of art may be accepted for consignment only by Dalcon Visual Arts representative(s) Dale Aitchison, or Connie Aitchison.

5. Warranty.

The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

6. Duration of Consignment.

The **Artist** and **The Gallery** both agree that the initial term of consignment for the **Artworks** is to be a minimum of 3 months, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall continue after this agreed date until the **Artist** requests the return of any or all of the **Artworks** or **The Gallery** requests that the **Artist** take back any or all of the **Artworks** with which request the other party shall comply within 30 days.

7. Transportation Responsibilities.

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from the **Artist** to **The Gallery** are the responsibility of the **Artist**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from **The Gallery** to the **Artist**, shall be the responsibility of **The Artist**.

8. Responsibility for Loss or Damage, Insurance Coverage.

The Gallery shall be responsible for the safekeeping of all consigned **Artworks** while they are in its custody. **The Gallery** shall be strictly liable to the **Artist** for their loss or damage (except for damage resulting from flaws inherent in the **Artworks**), to the full amount the **Artist** would have received from **The Gallery** if the **Artworks** had been sold. **The Gallery** shall provide the **Artist** with all relevant information about its insurance coverage for the **Artworks** if the **Artist** requests this information. This information will be made available instore only. Electronic documents or physical copies will not be produced. If the Gallery determines in advance that the artwork can not be saved from any type of damage, the Gallery will contact the artists or owners of the art work to the best of their ability to have the artwork removed as soon as possible to help avoid any potential damages. Damages could be such as smoke, water, fire, but not limited to these examples. Examples of contacting the artist/owners would be email, text messaging or calling on the phone, Facebook or other social media.

9. Fiduciary Responsibilities.

Title to each of the **Artworks** remains in the **Artist** until the **Artist** has been paid the full amount owing him or her for the **Artworks**; title then passes directly to the purchaser. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. **The Gallery** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **The Gallery**.

10. Notice of Consignment.

The Gallery shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

11. Removal from Gallery. **The Gallery** shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining written permission from the **Artist**.

12. Pricing; Gallery's Commission; Terms of Payment.

The Gallery shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. **The Gallery** and the **Artist** agree that the **Gallery's** commission is to be 30 percent of the Retail Price of the **Artwork**. Any change in the Retail Price, or in **the Gallery's** commission, must be agreed to in advance by the **Artist** and **the Gallery**. Payment to the **Artist** shall be made by **the Gallery** on the 15th of every month, and will include all commissions due for any/all artworks sold. **The Gallery** assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.

13. Framing.

If **The Gallery** will be framing the **Artwork**, **The Gallery** and the **Artist** agree that **The Gallery's** expense will be factored into the retail price and full compensation for framing will be given to **The Gallery** upon the sale of **Artwork**. Should the **Artwork** be returned to the **Artist** as outlined in this agreement, the **Artist** and **The Gallery** are equally responsible for the wholesale cost of the framing expense.

14. Promotion.

The Gallery shall use its best efforts to promote the sale of the **Artworks**. **The Gallery** agrees to provide adequate display of the **Artworks**, and to undertake other promotional activities on the **Artist's** behalf. **The Gallery** shall identify clearly all **Artworks** with the **Artist's** name, and the **Artist's** name shall be included on the bill of sale of each of the **Artworks**. **The Gallery** and the **Artist** shall agree in advance on the division of artistic control and of financial

responsibility for expenses incurred in **The Gallery's** exhibitions and other promotional activities undertaken on the **Artist's** behalf.

15. Reproduction.

The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. **The Gallery** will not permit any of the **Artworks** to be copied, photographed or reproduced without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**. **The Gallery** shall include on each bill of sale of any **Artwork** the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the **Artist**". The **Artist** will agree to have their **Artworks** displayed on social media provided the **Gallery** includes a "DO NOT COPY" or similar watermark on the photograph being used on the social media web sites, these include Facebook™ or the likes, unless otherwise specified by the **Artist**.

16. Accounting.

A statement of accounts for all sales of the **Artworks** shall be furnished by **The Gallery** to the **Artist** on the 15th of each month, with the payment of all commissions due. The **Artist** shall have the right to inventory his or her **Artworks** in the gallery and to inspect any books and records pertaining to sales of the **Artists Artworks**.

17. Termination of Agreement.

Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either **the Gallery** or the **Artist**, by giving a sixty (14) day written notification of termination from either party to the other. In the event of the **Artist's** death, the estate of the **Artist** shall have the right to terminate the **Agreement**. Within thirty days of the notification of termination, all accounts shall be settled and all unsold **Artworks** shall be returned by **The Gallery**.

18. Procedures for Modification.

Amendments to this **Agreement** must be signed by both **Artist** and **Gallery** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

19. Miscellany.

This **Agreement** represents the entire agreement between the **Artist** and **The Gallery**. If any part of this **Agreement** is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this **Agreement** shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This **Agreement** shall not be assigned, nor shall it inure

to the benefit of the successors of The **Gallery**, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

The Gallery reserves the right not display all works of art by any artist at any given time. It may be possible, for example, that the Gallery may need extra room to display a current "Featured Artist" or any other reason as deemed appropriate by the Gallery.

20. Choice of Law.

This **Agreement** shall be governed by the Province of Alberta, Canada.

Sincerely, _____ (Artist)

Sincerely, _____ Dale Aitchison or Connie Aitchison _____ (Gallery)

Length of Contract

From (date) _____ To (date) _____
(3 months minimum from above "From Date")

Consented and agreed to: **Artist**

Date _____

Consented and agreed to: **The Gallery**

Date _____

Consignment Agreement Artworks List

	Title	Medium	Dimensions	Retail Price	Gallery Commission
1	<i>(sample) Water Fowl</i>	<i>Acrylic</i>	<i>16" x 20"</i>	<i>\$100.00</i>	<i>30%</i>
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

(Please use other pages to complete inventory if required)

Artists

Signature _____ Date _____

Gallery

Owner _____ Date _____

This consignment agreement artworks list will be completed by the artist and the retail price shall reflect the total price which included the gallery's commission. The gallery's commission will be clearly indicated beside the Retail Price. An example is included at the top of this list. You will see that as the artist, you will receive \$70.00 and the gallery will receive \$30.00. The \$70.00 is the price that you are expecting for your work. If you wanted the full \$100.00 then you need to add the gallery percentage appropriately in the retail price.