



1064 S. Hemlock St. * PO Box 684
Cannon Beach, OR 97110
director@cannonbeacharts.org
Cannonbeacharts.org
503-436-0744

Cannon Beach Arts Association Cannon Beach Gallery Consignment Agreement

This agreement is made on (date) _____ between (artist name) _____ and the Cannon Beach Gallery, a program of an Oregon nonprofit organization, Cannon Beach Arts Association, PO Box 684, Cannon Beach, OR 97110, (503) 436-0744. CANNON BEACH GALLERY is referred to as the 'Gallery'.

Mailing address: _____

Phone : _____

E-mail: _____

THE PARTIES AGREE:

1. Consignment

Consignments to the Gallery are made subject to the terms and conditions of this document. Artists should be provided and have read this document prior to consignment. Agreement to these terms should be documented on the signed inventory sheet(s) which establish the Consignment Agreement.

2. Commission and Terms of Payment

- a. Unless the Artist and the Gallery agree in writing differently, the Gallery shall sell the Artworks only at the retail price specified on the Inventory Sheet.
- b. If the artist is a member of CBAA, the Gallery's commission shall be 40% and the Artist will receive 60% of the retail price of the Artwork.
- c. If the artist is not a member of CBAA, the gallery commission shall be 50% and the Artist will receive 50% of the retail price of the Artwork
- d. If the exhibition is a collaborative project with a similar member-based organization the members of the partner organization will be charged at the 40% commission rate.
- e. Payment to the Artist will be made monthly for works sold in the previous month. Payment will be sent within 60 days after the last day of the month during which the artwork was sold.
- f. A statement of sales will be provided with each artist payment.
- g. All written notices and payments will be given or made to the respective parties at their addresses listed on the inventory form provided by the artist upon delivery. The address for notices may be changed by notifying the other parties in writing.

3. Duration of Consignment

The Artist and the Gallery agree that the minimum term of consignment for the Artworks is as listed on the inventory sheet at submission. Consignment may continue passed the consignment period, by mutual consent, until the Artist or Gallery requests return of Artwork with which either party shall comply within 30 days.

4. Transportation Responsibilities

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

5. Loss, Damage, Warranty

- a. Once the Gallery has taken custody of the Artworks, the Gallery shall be liable for the loss or damage to the Artwork. Artists will be compensated to the value of 60% of the retail price of the lost or damaged Artwork. Following compensation to the Artist the Artworks become the property of the Gallery. The retail price is that specified in the Inventory Sheet submitted upon delivery of the work.
- b. If a piece of Artwork is damaged, while in the custody of the Gallery, and such damage is able to be repaired, the parties may agree to have the Artist repair the Artwork and set the amount of compensation to be paid based on such repair. This agreement would override section 5.a.
- c. The Artist agrees:

