

CONSIGNMENT AGREEMENT

Please type or print

This agreement is made on (date): _____.

by: _____ (the 'Artist')
and **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. The Artist hereby consigns to the Gallery, subject to the terms of this Agreement, and the Gallery accepts in such consignment, those Artworks listed in the signed inventory sheet(s) which are a part of this Agreement.

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

3. Duration of Consignment. The Artist and the Gallery agree that the initial term of consignment for the Artworks is to be from _____ to _____, and that the Artist does not intend to request their return before the end of this term. Consignment shall then continue 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, 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. The Gallery accepts responsibility for the transportation of work while in Gallery custody.

5. Responsibility for Loss or Damage: Insurance Coverage.

5.1 The Gallery shall be liable to the Artist for the loss of or damage to the Artwork. For the purposes of any liability of the Gallery, the value of the Artwork shall be 60% of the retail price: upon payment of 60% to the Artist the Artworks become the property of the Gallery. Normally retail price is specified in the Inventory Sheet but if not; it shall be the price set by the parties prior to the damage or destruction.

5.2 If a piece of Artwork is damaged, and such damage is the Gallery's responsibility under Section 5.1 above, and if such damaged Artwork 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 to the Artist for making such repair.

5.3 The Artworks must be delivered by the Artist to the Gallery so that they will not be easily scratched, broken, or otherwise damaged by normal viewing and/or storage in the Gallery. The Gallery reserves the right to accept or refuse Artwork for consignment on the basis of its condition on delivery or for any other reasons. It is understood that paintings may be held by the Gallery in storage racks and that other works such as ceramics may be stored in areas that are not necessarily on public view. The Artist acknowledges familiarity with the present storage system of the Gallery and that it meets the Gallery's obligation to use the highest degree of care.

5.4 The Artist agrees 1) that the Artist is responsible for damage resulting from flaws inherent in the Artworks and that such damage shall not be considered to be caused by failure of the Gallery to use the highest degree of care, 2) that it is necessary that the Artwork be displayed or stored in a manner in which it is accessible to customers, 3) that customer interaction with Artwork is necessary for successful marketing and that damage resulting from normal interaction is not caused by failure of the Gallery to use the highest degree of care.

5.5 The Gallery shall not be liable to the Artist for loss of or damage to Artwork if the Artist fails to remove the work 1) within 30 days following the date agreed upon in writing for such removal or 2) within a period of 30 days after notice for removal has been sent by registered mail to the Artist's address last known to the Gallery.

6. Pricing: Gallery's Commission and Terms of Payment.

6.1 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.

6.2 The Gallery's commission shall be 40% and the Artist's commission 60% of the retail price of the Artwork.
6.3 Payment to the Artist on all sales made by the Gallery shall be within 60 days after the date of the receipt of payment (collected funds) for the Artworks. On installment sales, the proceeds received on each installment shall be paid to the Artist and to the Gallery according to their respective percentage shares. Any arrangement beyond 60 days must first be approved by the Artist.

6.4 A piece of Artwork may be placed 'on approval' with a customer and removed from the Gallery for a specified period of time at full risk to the customer. If the customer fails to either pay for or return the Artwork, the Gallery is responsible for payment to the Artist of the Artist's share of the retail price after efforts to obtain payment or return of the Artwork prove unsuccessful.

7. Promotion. The Gallery shall have sole discretion in determining the manner in which it shall promote the sale of Artworks. When requested, the Artist agrees to assist in the promotion of the sale. The Gallery shall identify clearly all Artworks with the Artist's name and the Artist's name shall be included on the invoice for each of the Artworks.

8. Reproduction. The Artist reserves all rights to the reproduction of the Artworks except where noted in writing to the contrary. The Gallery may photograph the Artwork and use these photographs and other graphics for publicity and promotional purposes.

9. Accounting.

9.1 With each payment made by the Gallery to the Artist, a statement of accounts for all sales of the Artworks shall be furnished by the Gallery to the Artist.

9.2 The Gallery intends to furnish to the Artist, with payment of the Artist's percentage, the name and address of the purchaser as well as the price paid and the date of sale of an Artwork sold for \$100 or more.

9.3 The Artist shall have the right to inventory his or her Artwork in the Gallery and to review at the Gallery copies of records pertaining to sales of the Artworks. The Gallery will assist the Artist, at no charge, with the inventory review for only a period of one calendar year after delivery of the Artworks. Any such review must be arranged in advance with the Gallery Director. If more than one year has elapsed since the last inventory review, the Gallery will not be responsible for Artwork determined missing.

10. 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 means of a thirty 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 be considered to be the Artist for purpose of the Agreement. After notification of termination has been received, the Gallery and the Artist will settle all accounts according to the usual process and time limits already included in this contract. Any sale in progress by the Gallery which is completed within 90 days of termination shall be considered a Gallery sale with the usual commission being paid to the Artist by the Gallery. The Artist will cooperate in completing such sales.

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

12. Choice of Law. The law of the State of Oregon shall govern this Agreement.

13. Notices and Payments. All written notices and payments will be given or made to the respective parties at their addresses listed above. The address for notices may be changed by notifying the other parties in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above mentioned.

ARTIST _____

CANNON BEACH GALLERY _____

TITLE OF ARTWORK _____
(or see attached inventory)

