

**Terms & Conditions 10/16/2015**

1. Consignment.

- a. 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. Warranty.

- a. 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.

- a. 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.

- a. 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. Responsibility for Loss or Damage: Insurance Coverage.

- 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 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.
- d. 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.

- 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. The Gallery's commission shall be 40% and the Artist will receive 60% of the retail price of the Artwork.
- c. Payment to the Artist shall be within 60 days after the date of the receipt of payment (collected funds) for the Artworks.
- d. A statement of sales will be provided with each artist payment.

7. Promotion.

- a. 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.

- a. 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 photography provided by the artist for publicity and promotional purposes. Unless otherwise advised, the Gallery will assume consent by the artist to use images of the Artworks to promote the show through print, submission to press and social media.

9. Termination of Agreement.

- a. 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.
- b. 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. The contractual consignment period will proceed and all Artist payments will be paid to the estate or next of kin. The executor should notify the gallery to whom payments should be made. Payments will be held, until such time that the appropriate recipient is identified by the executor. Following completion of the consignment period the estate should make appropriate arrangements to collect the work.

10. Procedures for Modification.

- a. Amendments to these terms and conditions must be signed by both the Artist and the Gallery and attached to the consignment inventory.

11. Choice of Law.

- a. The law of the State of Oregon shall govern this Agreement.

12. Notices and Payments.

- a. 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.