



## ARTIST-CRANBROOK ARTS GALLERY CONSIGNMENT AGREEMENT

### **PLEASE NOTE:**

All consignors and exhibitors *MUST* be members in good standing of CDAC

### **ARTIST:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

and

### **THE GALLERY:**

Cranbrook Arts - Cranbrook & District Arts Council  
1013 Baker Street Cranbrook BC VIC 250-426-  
4223 [cdac@cranbrookarts.com](mailto:cdac@cranbrookarts.com)

### **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. 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. The rate of consignment is 30% to the Gallery and 70% to the Artist.

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

**4. Duration of Consignment.** The Artist and The Gallery agree that the initial term of consignment for the Artworks is to be \_\_\_\_\_ months, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue 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. Initials for Term \_\_\_\_\_

**5. 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.

**6. Responsibility for Loss or Damage, Insurance Coverage.** The Gallery shall take reasonable precautions for the safekeeping of all consigned Artworks while they are in its custody. The Gallery shall not be liable to the Artist for their loss or damage (including damage resulting from flaws inherent in the Artworks).

**7. 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.

**8. 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.

**9. Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The retail price should take into account the commission rate. 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 or at the time of an accumulation of at least \$50, and will include all commissions due for any/all artworks sold.

**10. Hanging.** It is the responsibility of the Artist to ensure that Artworks are ready to hang on our hanging system. For other items it is preferable that the Artist provide suitable display fixtures.

**11. 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.

**12. 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 Artworks.

**13. 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 thirty (30) 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.

**14. Miscellany - The legal stuff.** 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.

Consented and agreed to:

Artist

\_\_\_\_\_Date\_\_\_\_\_

Gallery Representative

\_\_\_\_\_Date\_\_\_\_\_