

COLUMBIA ARTS COLUMBIA ART GALLERY ARTIST CONSIGNMENT CONTRACT

This Consignment Contract (Contract) is entered into by and between Columbia Arts, an Oregon nonprofit corporation (Gallery) and _____ (Artist)

Please Print

Artist Address _____

Telephone _____

Email _____

Social Security Number _____

Artist Proceeds = 60% of retail price
Gallery Commission = 40% of retail price

BUT, with eight hours per month of volunteer work by Artist
(per paragraph 8 below): Artist Proceeds = 70% of retail price
Gallery Commission = 30% of retail price

RECITALS

1. The Gallery is dedicated to the promotion of original art work in the Columbia Gorge area.
2. The Gallery has found the Artist's work to be of the type and quality the Gallery desires to display.
3. The Artist desires to display her/his work at the Gallery and further desires that the Gallery act as consignee of the work for the purpose of sale/rental to the public.
4. The Gallery is willing to display and to act as consignee of the Artist's work for the purpose of sale/rental to the public.
5. As a nonprofit, charitable corporation, Gallery has limited resources to expend on security systems.
6. Gallery cannot insure against all potential hazards which may cause damage to Artist's work.

NOW THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

1. **Delivery and pickup of work by Artist.** Artists who have been juried into the Gallery may bring their work into the Gallery during regular business hours at any time to add to or replace their inventory, and may continue to submit work for as long as they so desire. Artist agrees to come into the Gallery at least once every three months to refresh his/her inventory and to rectify inventory records. If an Artist does not bring any works for two years, the Gallery is not required to consider future submissions by the Artist. The Artist shall be responsible for delivery and pick up of works to and from the Gallery with all works delivered properly prepared for display and each piece containing a title or number for clear identification.
2. **Acceptance and inventory of Artist's work.** The Gallery shall provide an inventory number for each accepted piece and shall update the Artist's Inventory Sheet with the piece's title/artist number, retail price, Gallery commission, medium, inventory number and availability/non-availability for rental. Gallery will send Artist a revised copy of the inventory sheet at the end of the month, if during that month there has been a sale or rental of works. The Gallery shall have the prerogative to reject individual pieces due to lack of space, unacceptable quality or presentation of work or because of any radical change in the Artist's work or style.
3. **Display of Artist's work.** Artist's work shall remain at the Gallery for at least 30 days following drop-off. The Gallery may display Artist's work in the manner Gallery deems appropriate. If more work is accepted for display and sale/rental than space will allow, the excess may be held on the Gallery premises. Work so held will be exchanged with displayed work on a regular basis, at Gallery's discretion.
4. **Discretion.** An exhibit may be terminated and/or individual works may be withdrawn from display at any time at the discretion of the Gallery. Gallery reserves the right to exercise discretion with respect to public display of art.

5. **Rental of Artist's work.** The Gallery may rent any work that has been specifically designated by Artist as available for rent, to any interested client, subject to the written agreement signed by the client. The rental period shall be three months, which may be extended by one successive three month rental period. The rental fee shall be based upon the sales price of the work, as stated in Gallery's rental fee schedule then in effect. Gallery will notify artists of any change in the rental schedule. The Gallery shall retain a 40% commission of the rental fee. The Renter shall assume full financial responsibility for any loss or damage to Artist's work.
6. **Sale of Artist's work.** Artist authorizes Gallery to sell Artist's work and arrange the terms of such sale, including interest-free lay-away contracts. If, immediately prior to the sale, the purchaser was renting the work, the rental fees paid for such work – but not more than the fees for two successive rental periods – shall be applied toward the purchase price. The Gallery will retain a 40% commission of the sale price.
7. **Change of Sale Price.** The Artist may not change the sale price of a piece during the period of time that piece is rented.
8. **Payment to Artist.** Amounts due to the Artist from sales/rentals made by the Gallery shall be paid by the 15th of the month following the sale. If sold on lay-away, the Artist shall be paid his/her share of the sale price as soon as the client has paid that amount with monthly payments. The normal length over which payments may be made is three months, so the Artist is usually paid after the second month's payment. The sale and payment date will be recorded on the Artist's inventory sheet. The Gallery commission will be subtracted from the sale price to determine the payment to the Artist. The Gallery commission will be reduced from 40% to 30% if the Artist regularly provides service to the Gallery equivalent to approximately 8 hours per month.
9. **Commissioned work.** The Gallery will take special orders for Artist unless its staff is instructed by Artist not to do so. The Gallery shall receive the usual commission when the Artist's work is sold by special order.
10. **Client referrals/Finder's Fee.** The Gallery will not furnish the Artist's contact information to interested persons, but will forward to the Artist the contact information of any person interested in the Artist's work. If any referral by Gallery to Artist results in a sale of the Artist's work to a client, Artist agrees to pay Gallery a 10% finder's fee on the initial sale.
11. **Withdrawal of work at Gallery's request.** If a work is not sold/rented within 6 months after it is received by the Gallery or if the Gallery otherwise determines that a work should be withdrawn, the gallery shall notify the Artist to remove that work. If the Artist has not removed the work within 30 days following the date such notice was given, the Gallery shall not be liable for subsequent loss or damage to such work.
12. **Withdrawal of work by Artist.** The Artist may not withdraw a work that is rented until the work is returned to the Gallery and such withdrawal is subject to the right of the current renter to purchase the work.
13. **Value of artwork/Highest degree of care.** Artist and Gallery agree that in the event of loss or damage to Artist's work while it is in Gallery's possession, Gallery is liable for such loss or damage if it is caused by Gallery's failure to use the highest degree of care. Artist and Gallery agree that "highest degree of care" applicable to Gallery must take into account Gallery's limited resources as a regional, nonprofit, charitable corporation. Gallery and Artist agree that in the event of loss or damage to Artist's work, the value of the work is sixty percent (60%) of the retail price.
14. **Artist Profile and current address.** The Artist shall provide to the Gallery a current Artist Profile and shall update it whenever appropriate for as long as s/he continues to display work at the Gallery. The Artist shall also provide a current mailing address, email address and phone number to the Gallery and provide updates within 30 days of any change. Artist acknowledges that Gallery shall not be held liable for the loss of, or damage to Artist's work if Artist fails to remove the work from Gallery within a period of thirty days following the date agreed upon for removal of the work, or if no agreement regarding a removal date exists, thirty days after notice to remove the work is sent to Artist by registered mail or certified mail with return receipt to Artist at the Artist's last known address.
15. **Promotional Materials.** All art work may be photographed and/or reproduced for educational and promotional purposes.
16. **Successors.** This agreement shall be binding on the heirs, personal representatives, successors and assigns of the Artist.

Artist Signature

Date

Gallery Representative

Date

Columbia Art Gallery
 PO Box 1543 • 215 Cascade Ave
 Hood River, OR 97031 • 541-387-8877

01/25/07