Art At The CAVE
108 East Evergreen Blvd.
Vancouver, WA 98660
360-314-6506
gallery@artatthecave.com
artatthecave.com

ART GALLERY CONSIGNMENT AGREEMENT

_____
NAME

hereinafter referred to as the "Artist," located at

_____
ADDRESS

_____
ADDRESS

_____
PHONE

_____
EMAIL

Anne John Studio, LLC
dba Art At The Cave

108 East Evergreen Blvd.
Vancouver, WA 98660

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referred to as the "Gallery,"

hereby enter into the following Agreement

1. WARRANTY. Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.

2. SCOPE OF AGENCY. Artist appoints the Gallery to act as Artist's non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.

3. CONSIGNMENT. Artist hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in **The Artwork Consignment Inventory** (attached). Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.

4. DURATION OF CONSIGNMENT. Artist and Gallery agree that the initial term of consignment of Artworks for Exhibition is to start on _____ and end on _____, and that Artist does not intend to request their return before the end of this term.

5. TRANSPORTATION. All costs incurred in the delivery and pick up of the Artworks to and from the Gallery, including, without limitation, packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery, shall be the sole responsibility of Artist.

6. DELIVERY OF ARTWORKS. Artist agrees to deliver the Artworks to the Gallery between the hours of _____ and _____ on _____, or as arranged in advance.

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7. PICK UP OF UNSOLD ARTWORKS. Artist shall pick up all unsold Artworks for the Gallery no later than 48 hours after the end of the exhibition date, or as arranged and agreed in advance. Artist understands and acknowledges the Gallery has no storage space available. In the event the Artist fails to timely pick up unsold Artworks, the Artworks shall be deemed abandoned and the property of the Gallery and may be disposed of at the sole discretion of the Gallery without liability to the Artist.

8. PROMOTION BY GALLERY. The Gallery may, but is not obligated to, promote the sale of the Artworks and undertake other promotional activities on the Artist's behalf (e.g. promotional cards, social media, press releases)

9. PROMOTION BY ARTIST. The Artist may wish to contribute or undertake additional promotional activities, any such activities shall be at the Artists sole cost and expense.

10. COPYRIGHT. Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. *Photographing is permitted to the public in the Gallery.*

11. PRICING. Although it is a non-exclusive contract, Artist's suggested retail price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the Artwork Consignment Inventory (attached). Any change in the retail price must be agreed to in advance by Artist and Gallery.

12. COMMISSION. Gallery and Artist agree that the Gallery's commission is to be 50% of the retail price of each work sold. Artist and Gallery must agree to any change in Gallery's commission in advance.

13. SALE. All Gallery sales are in US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale.

14. TERMS OF PAYMENT. Gallery shall pay Artist all proceeds due to the Artist within thirty days of the close of Exhibition via check in US Dollars.

15. ACCOUNTING. With each payment, Gallery will document the name of Artist, title of Artwork sold, date of sale, and sale price. Gallery may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks on Gallery premises and request records pertaining to sales of his/her Artworks.

16. REMOVAL FROM GALLERY. Gallery shall not lend out or remove from the premises any of Artworks without first obtaining permission from Artist. There is no return policy during this show on Artworks sold to the customers of Gallery.

17. LOSS OR DAMAGE. Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. Artwork is handled with care and expertise and with all safety measures possible. Gallery shall insure the Artworks against all risk for their full retail value, as noted on the Artwork Consignment Inventory.

18. TERMINATION OF CONTRACT. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of written notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned.

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19. ARBITRATION. This Agreement shall be governed by the laws of the State of Washington. All disputes arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and award may be entered for judgment in any court having jurisdiction thereof.

20. MODIFICATIONS. This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

21. RECORD OF CONSIGNMENT. Artist certifies that all Artworks listed on the Artwork Consignment Inventory (attached) will be available for exhibition and sale at the Gallery during the term specified in item 4 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

GALLERY:

ANNE JOHN STUDIO, LLC,
a Washington limited liability company dba Art At The CAVE.

By: _____
Gallery Representative Signature

_____
Gallery Representative Name Print

*Date:*_____

ARTIST:

By: _____
Artist Signature

_____
Artist Name Print

Date: _____

ARTWORK PICK-UP ACKNOWLEDGEMENT:
To be completed when unsold works are picked up from the gallery.
Please note items picked up/sold on attached Artwork Consignment Inventory.

By: _____
Artist or Artist Representative Signature

_____
Artist or Artist Representative Name Print

*Date:*_____

Artwork Consignment Inventory

Title: _____

Description/Medium: _____

Dimensions: _____

Retail Price: (including 50% commission) _____

Title: _____

Description/Medium: _____

Dimensions: _____

Retail Price: (including 50% commission) _____

Title: _____

Description/Medium: _____

Dimensions: _____

Retail Price: (including 50% commission) _____

Title: _____

Description/Medium: _____

Dimensions: _____

Retail Price: (including 50% commission) _____

Title: _____

Description/Medium: _____

Dimensions: _____

Retail Price: (including 50% commission) _____

☐ **Yes, I'm planning on attending the First Friday show opening. (5-8pm)**

☐ **Yes, I would like to participate in the 3rd Saturday Artist Talk. (1-2pm)**