

ARTIST: (Name, Address, and Telephone number):

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and

OMBODY MASSAGE AND WELLNESS

90 West Main Street, 3<sup>rd</sup> Floor

Uniontown, PA 15401

hereby enter into the following Consignment Agreement:

1. Agency; Purposes. The Artist appoints OMBODY MASSAGE AND WELLNESS as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition and sale relating to the Tabula Rasa: A New Renaissance Art Show ("the Show") on September 25, 2021. OMBODY 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 OMBODY a general agent for any other works or Exhibitions.
2. Warranty. The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
3. Responsibilities. Transporting and delivery of Artworks, insurance costs, other expenses, and risk of loss or damage incurred as well as the display of Artworks for the Show are the responsibility of the Artist.
4. Termination of Agreement. Notwithstanding any other provision of this Agreement, this Agreement is terminated after the end of the show and the Artist or buyer removes the Artworks from OMBODY's Premises.
5. Procedures for Modification. Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.
6. Miscellany. This Agreement represents the entire agreement between the Artist and OMBODY. 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 OMBODY, 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.

7. Choice of Law. This Agreement shall be governed by the law of the State of Pennsylvania

\_\_\_\_\_ (Artist)

\_\_\_\_\_ (Om Body)

**Artworks List for Flow Exhibition Saturday 9/25/21**

<b>Title</b>	<b>Medium</b>	<b>Dimensions</b>	<b>Retail Price</b>	<b>Gallery Commission</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				