ART on FIRST
A Gallery of Beautiful Things...

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## GALLERY REPRESENTATION & CONSIGNMENT AGREEMENT

Artist Name & Business Name: _____

Phone Number: _____ email:_____

Mailing Address: _____

Artist's web link: _____

Artist's other social media: _____

**TERMS:** ART on FIRST (hereafter AoF) agrees to accept artwork on consignment, listed on attached inventory sheet, by the Artist mentioned above (hereafter ARTIST) for a ONE YEAR TERM beginning _____(date) and ending _____(date). After that, this CONTRACT automatically renews every month. This CONTRACT may be voided upon thirty (30) days notice by the Artist. The Gallery reserves the right to terminate this contract without cause at any time.

The consignment terms shall be **50%** of sold price for AoF, and **50%** of sold price for Artist.

By initialing and signing this document, both parties agree to each stipulation listed in this Agreement:

**1. EXCLUSIVITY:** Following standard gallery procedure, ARTIST agrees that AoF will be the sole and exclusive exhibitor and seller within a fifty (50) mile radius of Ashland, Oregon of any and all of ARTIST'S works of art exhibited or sold in said radius. If AoF determines that ARTIST has breached this exclusivity provision, then AoF will be entitled to terminate the relationship at once. AoF will extend efforts on a case to case basis, to accommodate unique and special opportunities that may arise where artist represents themselves. For these opportunities, ARTIST must provide work from own inventory.

**2. OWNERSHIP:** ARTIST retains ownership of all work consigned to or represented by AoF. ARTIST retains copyright to all consigned artwork in perpetuity, as governed by law. ARTIST gives permission to AoF to use any image of ARTIST and their work, for website, printed media, and any other promotional purposes.

**3. SHIPMENT:** Consignor accepts sole responsibility for costs of shipment of work to consignee and for risk of loss to work during such shipment.

**4. POSSESSION:** AoF will exert all reasonable efforts to close sales of consigned or represented artwork. It is understood by both parties that the consigned artwork will remain housed at AoF until and unless it is released to a BUYER after payment of full purchase price, OR is returned to the ARTIST. ARTIST agrees to restock AoF with more artwork as needed and upon request. Should the consigned artwork remain unsold at the end of CONTRACT term, it will automatically renew on a month-to-month basis. If CONTRACT term is not renewed, ARTIST must retrieve their work in a timely manner.

The art work will remain the property of the ARTIST until AoF receives full payment for the sale of the work. The work will not be subject to claim by a creditor of ARTIST. ARTIST is responsible for filing UCC-1 forms in the appropriate governmental office to provide notice of ownership of work to third parties.

**5. RETAIL PRICE:** Retail sales price for each consigned artwork will be established by ARTIST in consultation with AoF. Factors influencing retail sales price include history of prior sales by ARTIST, market demand, and AoF's knowledge of its inventory, buyers, and price-points. Sales price must be the same across other platforms such as artist website and other gallery & show locations.

**6. DISPLAY** AoF agrees to hold on premises, display, rotate, and/or maintain as appropriate all artwork described on attached inventory, which is an addendum to this CONTRACT. AoF is not obligated to display or sell the work.

**7. PAYMENT:** Payments to ARTIST are regularly sent out on a **monthly** basis via BillPay or direct deposit, with a monthly statement sent via e-mail. Payments are regularly provided within the following 15 days of the month following the month the sale was made in, and no later than 30 days, to cover any contingencies. Artwork will not be released by AoF to BUYER until full payment is received. Upon ARTIST request, AoF will provide ARTIST with account statements of sales activity for all inventoried work.

**8. INSURANCE:** AoF will maintain insurance for fire/theft/vandalism and declares that all consigned artworks will be covered by said insurance while in AoF possession. Reasonable efforts will be made to protect consigned artwork from accidental damage or breakage. Insurance liability for accidental damage or breakage is not provided by AoF. Consignee will be the beneficiary and/or payee of the insurance policy. In the event that insurance compensates for the loss or damage to the work, the work will, for the purposes of this agreement, be deemed to have been sold, and AoF will receive its commission from the insurance proceeds, with the remainder to be paid to consignor. AoF's liability for loss or damage to the work will be limited to the insurance proceeds paid, minus its commission.

**9. STUDIO REFERRALS:** If at any time after the execution of this document, AoF directs a person or persons to ARTIST's studio, whereupon such person or persons purchases one or more works of art, ARTIST will, within forty-five (45) days of such purchases, pay consignee a commission equal to forty (40) percent of the sale price of the work of art.

**10. COMMISSIONS:** If ARTIST is commissioned to do a work of art by AoF for a third party, AoF shall keep for itself fifty (50) percent of the proceeds of the sale as its commission, and will forward the balance of the proceeds of the sale to consignor no later than by the last day of the month following the month in which the sale takes place.

**11. DURATION:** Work accepted into the gallery will remain for entire duration of CONTRACT TERM, unless AoF asks to rotate the inventory, or the relationship is terminated. This practice stabilizes the artwork value and provides a level of exclusivity during the relationship, which benefits sales and

negotiations. Exceptions to this stipulation may be negotiated between ARTIST and AoF on a case- by-case basis.

**12. TERMINATION:** Either party may provide the other party to this agreement with a notice of termination or withdrawal of the art work from the gallery. If the termination is initiated by AoF, then AoF will arrange delivery and/or pay for the shipment of the work to the ARTIST as soon as possible after thirty (30) days from the receipt of such notice, and reserves the right to sell the work in its usual manner during the thirty day notice period. If the termination is initiated by the ARTIST, then they are responsible for any shipping & transportation costs.

**13. SUPPORT MATERIALS:** ARTIST agrees to provide AoF, in a timely fashion and upon request, with any necessary documents and updates to such documents, or information in support of sales & administration. Specifically: a good photo of themselves, their studio and/or workspace, an Artist Bio and Statement, and a few high-resolution photos of their art to be used in promotional material and media, as well as a w9 form. It is in the ARTISTS best interest to provide as much support material as possible, in order to have the fullest presence in the gallery, and send AoF news of exhibits, prizes, awards, and accomplishments elsewhere.

**14. PARTICIPATION:** The ARTIST, as an active member of the Art-Family, is encouraged to attend and participate in all special events, openings, first Fridays, pop-ups, etc., as well as to cross-post, follow and link to the Gallery on social media.

**15.** If any term, clause, or provision of this agreement is determined by a court of proper jurisdiction to be unenforceable, then the parties intend that the remaining portions of the agreement be binding and enforceable. This document and any addendum signed or initialed by both parties and attached hereto contain all of the agreements and conditions and stipulations made between the parties hereto, and no representations or statements claimed to have been made and not herein contained shall vary or modify this contract in any way.

AoF Owner/Director/Rep.: (printed name) _____

AoF owner: (signature) _____ Date _____

ARTIST: (printed name) _____

ARTIST: (signature) _____ Date _____

**NOTE:** AoF has the philosophy finding strength in lifting each other up, thus is open to new ideas, and will make efforts to provide special opportunities on a case by case basis. If you are interested, have special skills, wish to volunteer or want to be more actively involved, please let us know.