

BOARD

Ed Harvey
President
OF DIRECTORS

**CONSIGNMENT FOR SALE
AGREEMENT**

B Artist Information		The Arts Center in Orange	
Name:		Contact Name:	Anna Pillow Executive Director
Address:		Address:	129 E. Main Street Orange, VA 22960
Phone Number (home):		Phone Number:	(540) 672-7311
Phone number (cell):			
Email:		Email:	info@artscenterinorange.com

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Laura Link
Programs Coordinator

Dale Hilton

- 1. **Agency; Purposes.** The Artist appoints the Arts Center in Orange (“the Arts Center”) as agent for the works of art (“the Artworks”) consigned under the Agreement, for the purposes of exhibition and sale. The Arts Center shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.
- 2. **Consignment.** The Artist hereby consigns to the Arts Center and the Arts Center accepts on consignment; those Artworks listed on the inventory sheet provided by the Artist. Attached hereto.
- 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 Arts Center agree that the initial term of consignment for the Artworks is ____ days/months (circle one) from the date delivered to the Arts Center, unless otherwise agreed to in writing.
- 5. **Display.** All works submitted for display shall be display ready, adhering to the policies of the Arts Center. The Arts Center maintains sole control over the display, placement, lighting and labeling of the artwork under consignment.
 - a. All matted works, unframed shall be protected by a plastic sleeve to prevent soil and or damage.
 - b. All cards shall be in cellophane sleeves to prevent soil and/or damage.
 - c. All ceramic works shall have a flat bottom which allows the work to stand securely without need for further support apparatus, or, if wall-mounted, the appropriate hardware firmly attached.

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129 E. Main Street | P.O. Box 13 | Orange, VA 22960
540.672.7311 | artscenterinorange.com
The Arts Center in Orange, Inc. is a registered 501(c)(3) nonprofit corporation.
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6. **Transportation Responsibilities.** Arrangements for packing and shipping, cost of packing and shipping, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Arts Center and in their return to the Artist shall be the responsibility of the Artist.
 - a. **Additional Provisions.** If anyone other than the Artist is to pick up works of art, written authorization from the artist must be presented by the person picking up the works. All responsibility for the safe transfer of the works remains with the Artist.
7. **Responsibility for Loss or Damage, Insurance Coverage.** The Arts Center shall not be responsible for the safekeeping of consigned Artworks while they are in its custody. Any insurance coverage shall be at the sole discretion and cost of the Artist. The Arts Center assumes no liability for losses that may occur.
8. **Fiduciary Responsibilities.** Title to each of the Artworks remains with 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. The Arts Center shall pay all amounts due the Artist before any sale proceeds are made available to creditors of the Arts Center.
9. **Pricing; Arts Center's Commission; Terms of Payment.** The Arts Center shall sell the Artworks only at the Retail Price specified by the Artist to include the Arts Center's commission of 30%. Any change in the Retail Price or in the Arts Center's commission must be agreed to in advance by the Artist and the Arts Center. Payment to the Artist shall be made by within 60 days following the day of sale. Artist payouts of less than \$20 shall be accrued until that amount is reached or no later than six months.
10. **Title to Artwork.** Title to each of the Artworks remains with the Artist until the Artwork is sold; title then passes directly to the purchaser. Title passes directly to the Arts Center for items not picked-up by the Artist within 30 business days following the end of the consignment period or other mutually agreed upon date.
11. **Removal from Arts Center.** The Arts Center shall not lend out, remove from the premises, or sell any of the Artworks on approval without first obtaining written permission from the Artist.
12. **Promotion.** The Arts Center shall use its best efforts to promote the sale of the Artworks. The Arts Center agrees to provide adequate display of the Artworks and to undertake other promotional activities on the Artist's behalf. The Arts Center 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.
13. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Arts Center assumes the right to use images of artwork to publicize and promote the Artworks through social media, web page, print advertising, newsletters, and on the Arts Center's online shop. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.
14. **Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by the Arts Center to the Artist on a regular basis as indicated under section 9 of this agreement. The Artist shall have the right to inventory their Artworks in the Arts Center and to inspect any books and records pertaining to sales of the Artwork.
15. **Termination of Agreement.** Notwithstanding any other provision of this agreement, the Agreement may be terminated at any time by either the Arts Center or the Artist by means of written notification of termination from either party to the other at the addresses shown above. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within 30 days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by the Arts Center.

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16. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and Arts Center and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.
17. **Severability; waiver and assignment.** This Agreement represents the entire agreement between the Artist and the Arts Center. If any part of this agreement is held to be illegal, void, or unenforceable in relation to any other part: in such case, the document shall be construed as if such invalid or unenforceable provision had not been included. 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 Arts Center, whether by operation of law or otherwise, without the prior written consent of the Artist.
18. **Choice of Law.** This Agreement shall be governed by the law of the Commonwealth of Virginia
19. A copy of this agreement must be on file at the Arts Center in Orange before art is displayed. This only needs to be filed once unless changes to this agreement are made.

_____	_____
Signature of Artist or Authorized Agent	Date
_____	_____
Signature of Authorized Representative	Date of the Arts Center in Orange

ATTACHMENT A:
ARTWORK LIST

Name:	Phone (home):
	Phone (cell):
Address:	E-mail:

1.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	\$
Artist Share (70% of Retail Price)	
Special Notes:	

2.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Notes:	

3.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Notes:	

4.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	

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Artist Share (70% of Retail Price)	
Special Instructions/ Notes:	

5.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Instructions/ Notes:	

6.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Instructions/ Notes:	

7.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Instructions/ Notes:	

8.



Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Instructions/ Notes:	

9.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Instructions/ Notes:	

10.

Artwork Title:	
Dimensions:	
Media:	
Retail Price: (Set by Artist)	
Artist Share (70% of Retail Price)	
Special Instructions/ Notes:	

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