



Consignment Agreement

Between: The *ARTIST* and FIRE HOUSE GALLERY AND SHOP (*GALLERY*)

Name _____ Business Name _____
Mailing Address _____
Phone _____ Cell _____ Fax _____ E-mail _____

FIRE HOUSE GALLERY AND SHOP and the *ARTIST* wish to sell the *ARTIST*'s work (*ARTWORK*) placed on consignment. The item/s described herein as attached (*TITLES*) is/are accepted upon the following conditions, which constitute the entire agreement between the parties and which cannot be modified by oral statements or dealings with respect to other items or contrary customs of the trade:

Terms. Net to *ARTIST* upon sale is sixty (60) percent of retail price. *ARTIST* agrees to pay annual *GALLERY* affiliation fee of \$35, entitling *ARTIST* to full benefits as a Friend member of Berryville Main Street.

Title and Copyright. Title and all copyrights shall remain with the *ARTIST*. The *ARTIST* represents and warrants that s/he has full title to the item(s) consigned free, clear and unencumbered and that s/he has the right to consign and sell the item(s). *GALLERY* shall take all necessary steps to ensure *ARTIST*'s copyright in consigned works is protected, including requiring copyright notices on all reproductions of the works for any purposes.

Authenticity. *ARTIST* hereby represents and warrants to *GALLERY* that s/he is the creator of the *ARTWORK*; s/he is the sole and exclusive owner of all rights associated with the *ARTWORK* granted to *GALLERY* in this agreement.

Promotion. *GALLERY* may display *ARTWORK(S)* in whatever manner *GALLERY* believes appropriate, at its sole discretion.

Acceptance. Individual items submitted for consignment are juried for acceptance.

Duration of Consignments. Unless otherwise indicated, the term of the consignment shall not be less than ninety (90) days from submission of an item(s). The item(s) may be returned by the *GALLERY* at any time and the consignment terminated upon such return. Should the item(s) remain at the *GALLERY* beyond 90 days, by agreement with the *GALLERY* and *ARTIST*, the terms of the consignment will continue to apply until the item(s) is/are returned to *ARTIST*.

Shipping. Packing, shipping charges and insurance costs associated with sale to purchaser of the *ARTWORK* shall be at the sole expense of the purchaser.

Insurance. The *ARTIST* should, at his/her discretion, have a Fine Arts insurance policy to cover the consigned item/s for the net amount due to the *GALLERY*, while in transit to and from the *GALLERY*, and while held by the *GALLERY*.

Sale. Sale of the consigned item(s) shall take place upon receipt by the *GALLERY* of full payment of the selling price. *GALLERY* shall maintain accurate books and records reflecting the amounts due to *ARTIST*, which shall be available to *ARTIST* for inspection. *GALLERY* shall sell *ARTWORK* at the retail price specified on the Inventory Sheet provided. Payment on all sales made by *GALLERY* shall be within forty-five (45) days of the sale.

Reproduction. *ARTIST* hereby grants *GALLERY* the right to photograph *ARTWORK* and use such photographs for publicity and promotion purposes.

Arbitration. Any dispute or claim arising under this Agreement shall be settled by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Assoc., and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

AGREED AND ACCEPTED

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ARTIST

FOR FIRE HOUSE GALLERY AND SHOP

Date

Print Name

ARTIST Social Security Number or EIN Number for Tax Purposes

Date

10-2013

