



814 Hwy 3A, Nelson, BC
Canada, V1L 6J3

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CONSIGNMENT CONTRACT

The Gallery exhibits and sells artwork; and Artist has created and owns the artwork listed in the List of Inventory (the “Artwork”) and desires to exhibit and sell the same; Therefore, the parties agree as follows:

1. Scope of Agency.

The Artist appoints the Gallery to act as Artist’s nonexclusive agent in the following geographic area: 814 Hwy 3A Nelson, BC for the exhibition and sale of artwork as listed in on the accepted and signed List of Inventory sheet. This agency shall cover only artwork submitted by the Artist while this agreement is in force. The Gallery shall document receipt of all artworks consigned.

2. Consignment of Inventory.

Gallery accepts on consignment, the artworks specified on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.

3. Pricing and Terms of Payment.

The Gallery shall sell the artworks only at the retail price specified on the List of Inventory. The Gallery and the Artist agree that the Gallery’s commission is to be 35% percent of the listed retail price of the artwork. Both parties must agree to any change to the retail price. The Consignee must maintain consistency in their retail pricing. The selling price on product at the Gallery and local Craft Fairs, Markets or other galleries should be the same. If a Consignee wishes to make changes to their retail prices, they must state the changes in writing and provide a list of items affected.

4. Payment.

The Gallery shall pay the Artist all proceeds due to the Artist at the subsequent month end. If merchandise was returned for refund, and the Consignee has already been paid for the sale, this amount will be deducted from the Consignee’s next cheque. If no other product is sold by the end of the consignment term the amount is to be returned to Consignor.

5. Returns of Defective Merchandise.

Items that are proven to be defective or do not meet ViewPoint Art Gallery’s Standards of Quality will be removed from our inventory and will be returned to the Consignee at their expense.

6. Copyright.

Images of the artists work used for marketing purposes shall be marked with the artists name.

7. Insurance.

The Gallery shall insure the artwork for its full wholesale price. In the event an insurance claim is made, the Gallery shall pay all deductibles. The Gallery takes careful measures to prevent theft with the use of alarms and cameras.

8. Transportation of Artwork.

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks:

- A. From the Artist to Gallery shall be borne by the Artist
- B. From the Gallery to the Artist shall be borne by the Artist
- C. From the Gallery to any point other than the Artist shall be borne by the Gallery

The Gallery is also responsible for storing and using custom-made boxes and shipping containers made specifically for artwork.

9. Marketing and Promotion.

The Gallery shall use its best efforts to promote, display and sell artworks. The Gallery shall clearly identify the Artist’s name with all artworks and shall include the Artist’s name on the bill of sale for any artwork sold by the gallery. The Gallery provides written and verbal information about its Artists and their work as provided by the Artists. ***Please note it is important that you submit 2 photos of your work in high resolution (300 dpi) to be used for marketing purposes.**

10. Duration and Termination of Consignment.

The Artist and the Gallery agree that the initial term of consignment for the artwork shall continue for 90 days and that the Artist will not ask for return of the artwork prior to this date unless the agreement is breached by the Gallery. Thereafter, this agreement shall continue until written notification of termination from either party to the other. Within thirty days of the termination notification, all accounts shall be settled and all unsold artwork shall be returned to the Artist at the Artists’s expense.

11. Miscellany.

All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

Inventory and prices is attached on separate sheet, and must be signed when goods are accepted at Gallery.

Consignee Information

Name:	Phone:
Address:	Email:
	Postal Code:

By applying as a consignee you accept these terms.

*Artists Signature:*_____

ViewPoint Art Gallery acknowledges receipt of artwork listed on attached INVENTORY LIST.

*Authorized Signature:*_____ **Date:**_____