



FAC GALLERY

Gift Shop Consignment Agreement

This agreement is made on the _____ day of _____, 20____,

by _____ (the "Artist") and the Firehouse Art Center, hereby referred to as the "Gift Shop."

Artist: _____ Artist #: _____ SS#: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Alternate Phone #: _____ E-mail: _____

THE PARTIES AGREE:

1. Consignment.

The Artist hereby consigns to the Gift Shop, subject to the terms of this Agreement, and the Gift Shop accepts in such consignment, those Artworks listed on the signed "Inventory List", which is a part of this Agreement.

2. Warranty.

The Artist warrants that she/he created, and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.

3. Duration of Consignment.

3.1 The Artist and the Gift Shop agree that the initial term of consignment for the Artworks is to be at least six months from the signed contract, and that the Artist does not intend to request their return before the end of this term.

Consignment agreement shall remain in effect until the Artist or Gift Shop requests return of Artwork with which either party shall comply within 30 days. The Gift Shop will request a return of Artwork via

- 1) a phone call or email request,
- 2) a letter to the Artist sent to the most current address known to the Gift Shop,
- 3) and a final request sent in a certified letter to the Artist's most current address.

3.2 The Artist shall have the right to inventory his or her Artwork in the Gift Shop. The Gift Shop will perform its own inventory review during a period of one year after delivery of the Artworks. Additional inventory reviews outside of that period must be arranged in advance by the Artist with the Executive Director. The artwork may be rotated by agreement of the parties. If more than one year has elapsed since the last inventory review and the final request letter, the Gift Shop will not be responsible for Artwork determined missing.

4. Transportation Responsibilities.

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gift Shop or from the Gift Shop to the Artist shall be the responsibility of the Artist. The Gift Shop accepts responsibility for work while in Gift Shop, except after final request via certified letter as referenced in paragraph 3.1.

5. Responsibility for Loss or Damage.

5.1 For the duration of the contract, the Gift Shop shall be liable to the Artist for the loss of, or damage to, the Artwork. For the purposes of any liability of the Gift Shop, the Gift Shop will reimburse the artist the total amount of the Artwork, less 35% of retail price.

5.2 If a piece of Artwork is damaged, and such damage is the Gift Shop's responsibility under Section 5.1 above, and if such damaged Artwork is able to be repaired, the parties may agree to have the Artist repair the Artwork and set the amount of compensation to be paid to the Artist for making such repair.

5.3 The Artworks must be delivered by the Artist to the Gift Shop so that they will not be easily scratched, broken, or otherwise damaged by normal viewing and/or storage in the Gift Shop. The Gift Shop reserves the right to accept or refuse Artwork for consignment on the basis of its condition on delivery or for any other reasons. It is understood that paintings may be held by the Gift Shop in storage and that other works such as ceramics may be stored in areas that are not necessarily on public view.

5.4 The Artist agrees

- 1) that the Artist is responsible for damage resulting from flaws inherent in the Artworks and that such damage shall not be considered to be caused by failure of the Gift Shop to use the highest degree of care,
- 2) that it is necessary that the Artwork be displayed or stored in a manner in which it is accessible to customers,
- 3) that customer interaction with Artwork is necessary for successful marketing and that damage resulting from normal interaction is not caused by failure of the Gift Shop to use the highest degree of care.

5.5 The Gift Shop shall not be liable to the Artist for loss of, or damage to, Artwork if the Artist fails to remove the work

- 1) within 30 days following the date agreed upon in writing for such removal or
- 2) within a period of 30 days after final notice for removal via certified letter has been sent to the Artist's address last known to the Gift Shop.

6. Pricing: Gift Shop's Commission and Terms of Payment.

6.1 Unless the Artist and the Gift Shop agree to the contrary in writing, the Gift Shop shall use the retail price specified on the Inventory List.

6.2 The Gift Shop's commission shall be 35% and the Artist's commission shall be 65% of the total retail price of the Artwork. The Artist will ensure that the rate of commission is included in the final retail price of the Artwork.

6.3 Payment to the Artist on all sales made by the Gift Shop shall be within 45 days after the date of the receipt of payment (collected funds) for the Artworks. On installment sales, the proceeds received shall not be paid to the Artist until payment in full is received. Layaway will be no longer than 90 days

7. Reproduction.

The Artist reserves all rights to the reproduction of the Artwork except where noted in writing to the contrary. The Gift Shop may photograph the Artwork for use with other graphics for publicity and promotional purposes of the exhibition.

8. Accounting.

With each payment made by the Gift Shop to the Artist, a statement of accounts for all sales of the Artworks shall be furnished by the Gift Shop to the Artist.

9. Termination of Agreement.

9.1 Notwithstanding any other provision of this Agreement, except as listed below in 9.2, this Agreement may be terminated at any time by either the Gift Shop or the Artist by means of a thirty-day written notification of termination from either party to the other.

9.2 In the event of the Artist's death, the estate of the Artist shall be considered the Artist for the purpose of the Agreement. Any sale by the Gift Shop completed within 90 days of termination shall be considered a Gift Shop sale with the agreed upon commission being paid to the Artist by the Gift Shop.

10. Procedures for Modification.

Amendments to this Agreement must be signed by both the Artist and the Gallery and attached to this Agreement. Both parties must initial the removal or addition of any provisions to this Agreement.

11. Choice of Law.

The law of the State of Oklahoma shall govern this Agreement and the parties agree that exclusive venue for any disputes shall be in Cleveland County, OK.

12. Notices and Payments.

All written notices and payments will be given or made to the respective parties at the address listed above. Unless Artist notifies the Firehouse Art Center by registered mail of a change in the address listed above, proof of mailing by registered mail of any notices and/or payments by Firehouse Art Center to Artist shall be the legal equivalent of proof of receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above mentioned.

ARTIST: _____ DATE: _____

FIREHOUSE ART CENTER by:

Legally Authorized Representative