


# ARTIST-GALLERY CONSIGNMENT AGREEMENT

## Gardens and Flowers

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March 29 – June 28, 2015

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 (Artist name – please print)

(date of show)

Community Memorial Health System (CMHS), located at 147 N. Brent, Ventura, CA 93003, and Buenaventura Art Association (BAA) wish to enter into an agreement, whereby consignment of art between BAA and various Artists, will be displayed at CMHS. CMHS and BAA shall form **The Gallery Committee**, composed of the following: one member chosen by BAA, one member from the Public Arts Commission, one member from CMHS and one member from the CMHS Foundation.

- 1. Agency; Purposes.** The **Artist** appoints **The Gallery Committee (GC)** as agent for the works of art ("**the Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale. **The GC** shall not permit the Artworks to be used for any other purposes, except for promotion or publicity, without the written consent of the Artist. This agreement applies only to works consigned under this **Agreement** and does not make **The GC** a general agent for any other works.
- 2. Exclusive Representation.** The **Artist** hereby appoints **The GC** as their sole representation throughout "Specific area" to sell or otherwise make available for acquisition to the public, the **Artist's Artworks**.
- 3. Consignment.** The **Artist** hereby consigns to **The GC**, and **The BAA** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** which is a part of this **Agreement**. Additional Inventory Sheets may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Inventory Sheets** shall be signed by **Artist** and **The BAA**.
- 4. Authority of Accepted Artist's Works.** Works of art may be accepted for consignment only by **The GC**. **The GC** may reject artworks at any member's discretion.
- 5. Warranty.** The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.
- 6. Duration of Consignment.** The **Artist** and **The BAA** agree that the initial term of consignment for the **Artworks** is to be the publicized duration of the exhibit, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the **Artist** requests the return of any or all of the **Artworks** or **The GC** requests that the **Artist** take back any or all of the **Artworks** with which request the other party shall comply within 30 days.
- 7. Transportation Responsibilities.** Artist is responsible for the delivery and pickup of their **Artwork**. Work not sold must be picked up on Sunday, June 28, 2015 in the lobby at Community Memorial Hospital between 9:30am – 10:30am. **UNDER NO CONDITION CAN WORK BE LEFT AT CMH. THERE ARE NO STORAGE AREAS. IF YOU CANNOT AGREE TO THIS STIPULATION, DO NOT SIGN THE CONTRACT.**
- 8.** All Art pieces shall be hung by CMHS representatives including volunteers from the Buenaventura Art Association.

**9. Responsibility for Loss or Damage, Insurance Coverage.** The Artist must self-insure their artwork and agrees to release and hold the BAA, CMHS or GC harmless from and against any loss, damage, theft or injury to their artwork.

**10. Fiduciary Responsibilities.** Title to each of the Artworks remains in 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. All proceeds from the sale of the Artworks shall be held in trust for the Artist.

**11. Commission.** For BAA members, 40% commission shall be collected on all sales, and the commission shall be divided 40% to The BAA, 40% to CMHS, and 20% into a fund designated to pay for on going costs of the program. For non BAA members, 50% commission shall be collected on all sales, and the commission shall be divided 40% to The BAA, 40% to CMHS, and 20% into a fund designated to pay for on going costs of the program.

**12. Notice of Consignment.** The BAA shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

**13. Removal from CMH.** Artwork shall only be removed from premises when artwork is sold. At that time, Artist may replace artwork with a new artwork.

**14. Pricing; Gallery's Commission; Terms of Payment.** The BAA shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The BAA and the Artist agree that **combined commission of BAA and CMHS to be 40% of the Retail Price of the Artwork for BAA members and 50% commission of the Retail Price of the Artwork for non-members.** Any change in the Retail Price, or in The BAA's commission, must be agreed to in advance by the Artist and The GC. Payment to the Artist shall be made by the BAA on the 15th of every month following the date that BAA receives a check from CMH, and will include all commissions due for any/all artworks sold. The BAA assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.

**15. Promotion.** The BAA shall use its best efforts to promote the sale of the Artworks. The GC agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist's behalf. The BAA 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. The BAA and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in The BAA's exhibitions and other promotional activities undertaken on the Artist's behalf.

**16. Reproduction.** By signing this agreement, Artist will allow works to be photographed for publicity purposes. Otherwise, Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The BAA will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

**17. Accounting.** A statement of accounts for all sales of the Artworks shall be available at the BAA, 700 E Santa Clara St in Ventura. Payment to the Artist shall be the 15th of the month two months after the date of sale. The Artist shall have the right to inventory his or her Artworks in the gallery and to inspect any books and records pertaining to sales of the Artworks.

**18. Termination of Agreement.** Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either **The GC** or the **Artist**, by giving a sixty (60) day written notification of termination from either party to the other. In the event of the **Artist's** death, the estate of the **Artist** shall have the right to terminate the **Agreement**. Within thirty days of the notification of termination, all accounts shall be settled and all unsold **Artworks** shall be returned by **The BAA**.

**19. Procedures for Modification.** Amendments to this **Agreement** must be signed by both **Artist** and **The GC** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

**20. Miscellany.** This **Agreement** represents the entire agreement between the **Artist** and **The GC**. If any part of this **Agreement** is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. 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 GC**, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

**21. Submitted Works.** BAA and CMH reserves the right to refuse accepted work that differs from the digital image submitted.

**22. Choice of Law.** This **Agreement** shall be governed by the law of the State of California.

### **Length of Contract –March 29 – June 28, 2015**

### **Consignment Agreement Artworks List**

<b>Title</b>	<b>Medium</b>	<b>Dimensions</b>	<b>Price</b>

Artist's  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
BAA representative signature

Please cut and tape on the back of your artwork before bringing it to CMH.

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NAME:

EMAIL:

PHONE:

TITLE

MEDIUM

SIZE:

PRICE:

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