

CONSIGNMENT AGREEMENT

An agreement to sell goods on consignment between:

Elk County Council on the Arts
237 Main St.
Ridgway, PA 15853
Referred to below as The Gallery

AND

YOUR NAME _____
ADDRESS _____

Referred to below as The Artist

OWNERSHIP

The consigned goods remain the property of the Artist until the works are sold and paid for in full by the purchaser. At no time does the Gallery own the consigned works. Copyright to the work remains with the Artist at all times.

CONSIGNMENT

The Artist hereby consigns to The Gallery, and The Gallery 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 Gallery.

COMMISSION & PRICING

Upon sale of the consigned works, the Gallery is entitled to a commission of 20% of the selling price. The Artist shall charge the same retail value for the same item whether selling directly to a customer, through another vendor or at the Gallery.

MEMBERSHIP

The Artist is not required to pay the annual ECCOTA artist fee but is required to be an ECCOTA member in good standing. Membership dues must be paid no later than December 1st or The Artist will not have their work displayed by the Gallery.

SALES & BILLING

The Gallery shall forward to the Artist the amount equal to the selling price of the consigned goods minus the Gallery’s commission. Payment will be mailed the 15th day of the month following the sale of the work. (Example: payment for work sold during the month of May will be mailed June 15th).

SALES TAX

The Gallery will collect and pay applicable PA Sales tax as required by law.

DELIVERY

Packing and shipping expenses and risk of loss incurred in delivery of works of art to the Gallery shall be the responsibility of the Artist. Works must be received at the Gallery on or before November 17.

RETURN OF WORKS

Works must be retrieved from the Gallery by the Artist or authorized third party no earlier than December 31 and no later than January 12.

INSURANCE

The Gallery shall provide insurance for "Specified Causes of Loss" for works received in good condition at the store. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; weight of snow, ice or sleet; water damage. The Gallery shall not be liable for loss or damage to the works if the damage is due to inherent faults attributed to the design, construction or materials of the works. In the event of covered loss, the Artist will be paid "market value" price, payable upon settlement of insurance. The Gallery cannot provide any compensation for natural deterioration caused by heat, humidity or circumstances beyond its control. If the works require special handling or avoidance of particular environments, the Artist must inform the Gallery of special needs prior to display of the work.

ARTIST'S WARRANTY

The Artist warrants that he/she is the creator of the works he/she presents for sale and owns the copyright to these works. The Artist warrants that these works are free from any encumbrances. The Artist shall not, without written consent from the Gallery, make any agreements concerning the works that are consigned under this agreement.

PHOTOGRAPHS & BIOGRAPHICAL INFORMATION

The Artist shall allow photographs of the works and biographical information to be displayed in the store, given to clients, and used for promotional & publicity purposes (including Facebook and the Gallery's website www.eccota.com).

RECEIPT & ACCEPTANCE OF WORK

The Gallery at its sole discretion has the right to select which works, if any, are to be accepted and received on consignment.

DISPLAY OF WORK

The manner and length of time the work is displayed is at the sole discretion of the Gallery. The premises include the store and any other display case or window in any other location used to promote the work and/or the store.

I have read and agree with the terms set forth in this agreement.

The Artist's Signature Date

The Gallery's Signature Date

Length of Contract

From: 10/1/17 To: 1/31/18

Please return to the Elk County Council on the Arts **before November 17, 2017.**

ECCOTA, 237 Main Street, Ridgway, PA 15853

814.772.7051 | www.eccota.com | art@eccota.com