

# Artist Consignment Agreement



## The Artist:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No. \_\_\_\_\_

Email Address: \_\_\_\_\_



## The Old Gallery at Allenspark

14863 Hwy 7  
Allenspark, CO 80510  
303-747-2906

### The foregoing parties hereby enter into the following Agreement:

- Purpose** - The Artist appoints The Old Gallery as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of sale. The Old Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist; except for the sole purpose of promoting and marketing the Artworks. The Old Gallery shall have the right to use (reproduce) images of Artworks to publicize the Artworks. In every instance of such promotional use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. This agreement applies only to works consigned under this Agreement and does not make The Old Gallery a general agent for any other Artworks owned by the Artist. The Artist retains complete ownership of all artworks Consigned to the Old Gallery until artworks are sold.
- Consignment / Inventory** – The Artist hereby consigns to The Old Gallery; and The Old Gallery accepts on consignment, those Artworks listed on a separate Inventory Consignment Sheet which the Artist agrees to keep current as Artworks are added or removed from The Old Gallery throughout the duration of this agreement. All inventory consignment sheets shall be signed by Artist and a representative of The Old Gallery when Artworks are added or removed from The Old Gallery. The Artist agrees to replenish and/or exchange Artworks in an effort to ensure inventory levels of Artworks do not fall below seventy-five (75%) of the inventory recorded on the Initial Inventory Consignment sheet.
- Labeling and Display** – Artworks submitted for display shall be display-ready adhering to the policies of The Old Gallery. The gallery maintains sole control over the display, placement, lighting and labeling of the artwork under consignment. Hanging Artwork shall be appropriate for the gallery's system of hanging. The Old Gallery maintains sole discretion to reject any Artwork it deems could be construed as offensive or inappropriate for a community setting.
- Duration of Consignment** – Artist and The Old Gallery agree that the initial term of consignment for Artworks will start on mm/dd/yy and end on mm/dd/yy.

5. **Fee's / Pricing / Gallery's Commission / Terms of Payment** - There are four (4) Consignment opportunities at The Old Gallery, which includes: (Check the box applicable to this agreement).  
*Please Note: The Gallery is Closed Christmas through January each year.*

- Visiting Artist; a two (2) month window, (Trial Period) whereas the Artist and The Old Gallery can assess sales, demand and overall market for Artists "Artwork". A visiting artist agrees that the Gallery's commission is 50%. There are no additional dues or fees required of a Visiting Artist.
- Non-COOP Annual Artist; an eleven (11) month commitment (May through the following April) whereas the Artist pays a \$200.00 Annual Membership fee and agrees that the Gallery's commission is 40%. In addition, the artist agrees to volunteer 2 days during the term of this agreement.
- Non-COOP Off-Season Artist; is available from Mid-October through April (the following year). The Artist will pay a \$50.00 Membership Fee and agrees that the Gallery's commission is 40%. In addition, the artist agrees to volunteer 1 day during the term of this agreement.
- COOP Annual Artist; an eleven (11) month commitment whereas the Artist agrees that the Gallery's commission is 30%, the artist pays an annual membership fee of sixty dollars (\$60.00), and assumes the task and responsibilities of a Gallery Job (a volunteer position). The Artist accepts and acknowledges that failure to fulfill his/her volunteering commitment (after agreeing to do so within this Agreement), may constitute grounds for termination, or conversion to Non-COOP Annual Artist status, at the election of The Old Gallery.

The Old Gallery will e-mail a "Monthly Sales Summary Report" of all Artworks sold within the month to the Artist. Payment (check) will be mailed to the Artist, around the middle of the following month to the Artists mailing address

6. **Art Donation** – The Old Gallery is a non-profit Gallery / Community Center and relies heavily on the generosity of donations. Each artist is required to donate one or more pieces of art; equaling or in excess of \$50.00 (Fifty dollars) in retail value to The Old Gallery for the purpose of fund raising during its annual "Gala" event (scheduled in the month of July each year).
7. **Promotion** – The Old Gallery shall use its best efforts to promote the sale of the Artworks through local newsprint, social media, geographical flyers and its Website. The Artist agrees to provide The Old Gallery with business cards and an Artist Biography; both of which will be made available to patrons of The Old Gallery. Artist Biographies and images of the Artworks will be made visible on The Old Gallery's Website.
8. **Artist Reception** – The Old Gallery shall extend each Artist the opportunity to schedule a Reception or Featured Artist Show. The duration of the show will be dependent on the time of year and the need to acknowledge other activities occurring at The Old Gallery. The Old Gallery will promote the show and provide wine and snacks for opening night.
9. **Warranty** - The artist represents and warrants that the consigned property is the original work of the artist and that sale or promotion of the property does not violate any third-party property right or copyright and does not contain any libelous or unlawful matter. In the event that the Artist's works are determined to violate any third-party property right or copyright, the Artist indemnifies and hold harmless The Old Gallery for any damages incurred or injunctive relief asserted.

10. **Insurance** – Reasonable efforts will be made to protect artwork from accidental damage or breakage; The Old Gallery will reimburse the Artist their commission rate as agreed to in this agreement for Artworks damaged or broke while in the possession of The Old Gallery. In the event of a catastrophic occurrence (i.e., fire, flood, etc.), all artwork is insured.
11. **Tax** – The Old Gallery will be responsible for collecting 4.985% sales tax at the time of sale. The Old Gallery will require an IRS 1099 form from any Artist whose transactions result in The Old Gallery being paid equal to or more than six hundred dollars (\$600.00) of commissions in a calendar year.
12. **Termination of Agreement** – Notwithstanding any other provisions of this Agreement this Agreement may be terminated at any time by either The Old Gallery or the Artist, by giving a fourteen (14) day written or oral notification of the 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. Membership dues or Display Space rental fees are non-refundable and will not be prorated. Within twenty-eight (28) days of the notification of termination, all unsold Artworks shall be collected by the Artist or Artist Representative.
13. **Integration/Miscellany.** This Agreement represents the entire agreement between the Artist and The Old Gallery and all agreements and negotiations pertaining to this Agreement are deemed to be integrated herein. 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 Old Gallery, 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 prevailing party shall be entitled to reasonable attorney's fees in addition to any available remedy.
14. **Notice** – Any notice given hereunder shall be by email, and shall be presumed to be effective upon transmission.
15. **Choice of Law/Venue** – This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, and in the event of litigation, trial court venue shall reside exclusively in the court, with the subject matter jurisdiction appropriate to the nature of the dispute, in the County of Boulder, State of Colorado.

\_\_\_\_\_  
 Artist Signature

\_\_\_\_\_  
 (Parent/Guarantor, if applicable)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Representative of the Old Gallery: Signature

\_\_\_\_\_  
 Representative of The Old Gallery: Printed Name

\_\_\_\_\_  
 Date