

# KAPUNDA GALLERY

## ARTIST – GALLERY GIFTSHP CONSIGNMENT AGREEMENT

Artist Name:

(ud 1/23md)

Address:

Mobile:

Email:

and

**THE KAPUNDA COMMUNITY GALLERY INC. 67-69 Main Street, Kapunda SA 5373**

Hereby enter into the following Agreement

1. The ARTIST agrees to become a FRIEND/MEMBER of the GALLERY (Full or Concession, as applicable)
2. Agency Purposes. The ARTIST appoints THE GALLERY as agent for the works of art (“the artworks”) consigned under this AGREEMENT, for the purposes of exhibition and sale. THE GALLERY shall not let the Artworks to be used for any other purpose without the written consent of the Artist. This agreement applies only to works consigned to under this AGREEMENT and does not make THE GALLERY a general agent for any other works.
3. Consignment. The ARTIST hereby consigns to THE GALLERY, and THE GALLERY accepts on consignment, those artworks listed on the INVENTORY SHEET. It is the ARTIST’S responsibility to keep a personal record of their artworks. The ARTIST agrees that the GALLERY will be the sole retail outlet in Kapunda for the genre of goods.
4. Authority of Accepted Artists’ Works. Works of art may be accepted for consignment only by the Gallery’s Shop Manager or Chairperson or by any person designated by either of them in writing as authorised to accept works of art hereunder. THE GALLERY may reject artworks at THE GALLERY’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 and that no copyright infringement has occurred.

Cross out what is not applicable.

The ARTIST is the holder of an ABN.....

OR

The ARTIST is a hobbyist and does not intend to make a profit from the ARTWORKS.

6. Duration of Consignment. The ARTIST and THE GALLERY agree that the terms of consignment for the ARTWORKS shall continue for a period of ONE YEAR at which time the ARTIST and the GALLERY will discuss the feasibility of further display, OR WITHIN THAT TIME, until the ARTIST requests the return of any or all of the ARTWORKS or THE GALLERY requests that the ARTIST take back any or all of the ARTWORKS, with which request the other party shall comply within 30 days.
  - 6a All items unsold after 12 months from date of entry into Inventory MUST BE REMOVED within 14 days by the Artist.
  - 6b Items that remain unclaimed by the Artist following 5a above, may incur a STORAGE CHARGE of \$2 per day for a maximum of 14 days (following 6a).
  - 6c Items that remain at KCG WITHOUT CONTACT BY THE ARTIST to KCG after the period of 6a and 6b (28 days) WILL BECOME THE PROPERTY OF KCG, for disposal as KCG COMMITTEE DEEMS APPROPRIATE.

- 7. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of ARTWORKS to and from THE GALLERY are the responsibility of the ARTIST.
- 8. Insurance. **THE ARTIST SHALL MAKE HIS/HER OWN ARRANGEMENTS FOR INSURING THEIR WORK IN TRANSIT AND WHILST ON DISPLAY. WHILE DUE CARE IS TAKEN THE GALLERY ACCEPTS NO RESPONSIBILITY FOR THE LOSS OR DAMAGE OF ANY ARTWORKS ON THEIR PREMISES.**
- 9. Pricing; Gallery's Commission; Terms of Payment. THE GALLERY shall sell the ARTWORKS at the retail price specified on the inventory sheet. THE GALLERY and the ARTIST agree that THE GALLERY'S commission is to be **25%** of the retail price of the ARTWORK. Payment to the ARTIST shall be made in the month following the month in which the sale was made. Promotion. THE GALLERY shall use its best efforts to promote the sale of the ARTWORKS. THE GALLERY agrees to provide adequate display of the ARTWORKS, and may undertake other promotional activities on the ARTISTS' behalf. THE GALLERY shall identify all ARTWORKS with the ARTIST'S INITIALS and the ARTIST'S name shall be included on the bill of sale of each of the ARTWORKS.
- 10. Reproduction. The ARTIST reserves all rights to the reproduction of the ARTWORKS except as noted in writing to the contrary. THE GALLERY will not permit any of the ARTWORKS to be copied 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. THE GALLERY reserves the right to reproduce the ARTWORKS for promotional material, invitations and display on THE GALLERY'S website.
- 11. Accounting. The ARTIST shall have the right to inventory his/her ARTWORKS in the gallery and to inspect any books and records pertaining to the sales of ARTWORKS.
- 12. Termination of agreement. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated at any time by either THE GALLERY or the ARTIST, by giving a thirty (30) day written notification by either party to the other. In the event of the ARTISTS' death, the estate of the ARTIST shall have the right to terminate the AGREEMENT. Within thirty days of the notification of the termination, all accounts shall be settled and all ARTWORKS returned by THE GALLERY, if requested to do so.
- 13. Procedures for Modification. Amendments to this AGREEMENT must be signed by both ARTIST and THE GALLERY and attached to this AGREEMENT. Both parties must initial any deletions made on this form and any additional provisions written onto it.
- 14. PAYMENT by the Gallery will be made during the month following the month of sale by Bank Transfer to the following account: Bank Details

Name of Bank: .....BSB:..... Account No: .....

Agreement

SIGNED \_\_\_\_\_ (Artist) Date: \_\_\_\_\_

SIGNED \_\_\_\_\_ (Gallery) Date \_\_\_\_\_

# KAPUNDA GALLERY

Thank you for your interest in placing products in our Gallery Store/windows.  
Please read the following guidelines and if you have any questions just ask, we are here to help.

## SHOP and WINDOW

Product Policy 10/23

### THE FOLLOWING ARTICLES ARE ACCEPTABLE:

**HAND-MADE, ORIGINAL ITEMS, created personally by the Exhibitor, (or as approved by the Committee of KCGInc.), INCLUDING :**

- Original paintings / Items painted by the maker that do NOT INFRINGE COPYRIGHT. ( i.e. NOT direct copies of other people's works).
- Prints of the maker's OWN WORKS, no larger than 25cm x 20cm inc. frame.
- Photographs taken by the exhibitor - ***For WINDOW display photographs can be any size.***  
For **SHOP SALE photographs** should be no larger than 10"x 8" (25x20 cm) inc. frame.
- Knitted and crocheted articles created from Yarn/wool HOMESPUN BY THE ARTICLE MAKER.
- Original items created from suitably prepared PLANT MATERIALS. e.g. woven baskets/wall hangings etc.
- Upcycled /Repurposed/Recycled items that demonstrate 'originality and creativity' in the upcycling, recycling, repurposing process, by the Exhibitor.
- Sewn articles/items that are printed/designed/painted by the exhibitor.
- Sewn articles using commercial fabrics that are substantially embellished/enhanced by the exhibitor.

### The following are EXCLUDED:

- ALL FOOD ITEMS including preserves, jams, marmalade, sauces.
- ALL ITEMS KNITTED OR CROCHETED FROM COMMERCIALY PRODUCED YARNS, of any description.  
Felted articles made using other people's patterns. The felt must be made by the exhibitor.
- LIVE PLANTS, unless they are relevant to/part of an acceptable item. (May be used if not for sale, as part of a window display.)
- Second-hand items/articles that are **NOT** upcycled, repurposed or adorned in an acceptable way.
- Sewn articles using commercially printed fabric, and patterns created by others (including Pinterest etc.)
- Jewellery, copied or using other makers' designs.

### POLICY PERTAINING TO 'THIRD-PARTY' WINDOW HIRE APPLICATIONS ie. Non Maker or Artist.

*Third Party (agent retailers of ORIGINAL Australian produced art products) can Hire Windows according to the following Policy (2021)*

*Third Party Applicants will be considered, SUBJECT TO approval and at the discretion of the KCG committee – ONLY when there are forthcoming Vacancies in the Hiring Calendar AND where there is evidence to support 'fair trade' and 'authenticity' of the art products to be displayed/sold. Notification or Offer to the Vendors can only be given during the month prior to the vacancy. Local Artists/Artisans wishing to display their own works WILL have priority.*