

## ARTIST – GALLERY GIFTSHOP CONSIGNMENT AGREEMENT

**Artist Name:** \_\_\_\_\_ (ud 10/20md)

**Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Mob:** \_\_\_\_\_

**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.
  1. 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.
  2. 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.
  3. 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.

5. 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.

**5a All items unsold after 12 months from date of entry into Inventory MUST BE REMOVED within 14 days by the Artist.**

**5b 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 5a).**

**5c Items that remain at KCG WITHOUT CONTACT BY THE ARTIST to KCG after the period of 5a and 5b (28 days WILL BECOME THE PROPERTY OF KCG, for disposal as KCG COMMITTEE DEEMS APPROPRIATE.**

- 6. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of ARTWORKS the and from THE GALLERY are the responsibility of the ARTIST.
- 7. 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.**
- 8. Pricing; Gallery's Commission; Terms of Payment. THE GALLERY shall sell the ARTWORK S 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.
- 9. 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 ARTISTS name and the ARTISTS 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 \_\_\_\_\_