



## Art Consignment Agreement for Group Exhibitions

**BETWEEN**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
e-mail address: \_\_\_\_\_

**(THE ARTIST)**

**AND**

**La Fab Arts Centre**  
1-212, Old Chelsea Road  
Chelsea, Québec J9B 1J3  
(819) 827 3326 / Fax: (819) 827 2309

**(THE GALLERY)**

Hereby enter into the following agreement:

1. *Agency; Purposes.* The Artist appoints the Gallery as agent for the works of art consigned under this Agreement, for the purposes of marketing, advertising, exhibition and sale. The Gallery shall not permit the works of art to be used for any other purposes without the written consent of the Artist.
2. *Condition for consideration of the works of art.* The Artist has to be or become an official member of the **La Fab Arts Centre** when signing this Agreement. The fixed fee to become a member is \$50.00 (or \$30.00 for a volunteering member)
3. *Consignment.* The Artist hereby consigns to the Gallery, and the Gallery accepts on consignment, those works of art listed on the attached Inventory list which is a part of this Agreement. The Inventory list shall be signed by the Artist and the Gallery.
4. *Warranty.* The Artist hereby warrants that he/she created and possesses unencumbered title and rights to the works of art, and that the description of each work of art is true and accurate.
5. *Duration of consignment.* The Artist and the Gallery agree that the term of consignment for the works of art is to be **from May 30<sup>th</sup> to June 25<sup>th</sup> 2017** and that the Artist does not intend to request for the return of any or all of the works of art before the end of the term.
6. *Responsibility for loss or damage, Insurance coverage.* The Gallery shall be responsible for the safekeeping of the works of art while they are in the Gallery's custody. The Gallery shall be strictly liable to the Artist for the loss or damage to the works of art (except for damage resulting from flaws inherent to the works of art), to the full amount the Artist would have received from the Gallery as if the works of art had been sold.

7. *Fiduciary Responsibilities.* Title to each of the works of art remains with the Artist until the Artist has been paid the full amount owing him or her for the works of art; title then passes directly to the purchaser.
8. *Pricing. Gallery's commission – Terms of payment.* The Gallery shall sell the works of art only at the retail price specified on the Inventory list and shall apply taxes. The Gallery and the Artist agree that the Gallery's commission is to be 40% of the retail price of the works of art. Any change in the retail price, including "sale" pricing, must be agreed upon in advance by the Artist and the Gallery. Payment to the Artist shall be made by the Gallery within 30 days of the end of the month in which the Gallery received payment for the works of art.
9. *Display.* The gallery committee is responsible for hanging the works of art and for the display in the Gallery.
10. *Reproduction.* The Artist reserves all rights to the reproduction of the works of art except as may be agreed in writing by the Artist. The Gallery may arrange to have the works of art photographed to publicize and promote the works of art through means to be agreed to by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the works of art.
11. *Procedures for modification.* Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written on to it.
12. *Miscellaneous.* This Agreement represents the entire agreement between the Artist and the Gallery. 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.
13. *Choice of Law.* This Agreement shall be governed by the law of the Province of Québec.
14. The Artist hereby acknowledges that the following items are needed from him/her before the works of art can be made available for sale:
  - Signed Group Art Consignment Agreement
  - Artist's full mailing address and contact phone numbers
  - Website and email addresses of the Artist
  - Signed inventory list with retail prices listed
  - Digital images of consigned works for use in marketing and advertising
  - All display cards for the Artwork (to be done upon deposit of artwork)

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

\_\_\_\_\_  
Signature of Gallery Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_