

Frank Bette

CENTER FOR THE ARTS

Consignment Agreement

I, _____ (the Artist) and Frank Bette Center for the Arts (FBCA, the Gallery) agree to the following terms of consignment.

The Artist agrees that images of the exhibited artwork may be used for promotional purposes in print and social media, television, and/or on the FBCA website with appropriate credit of artist's name.

Exhibition fees are detailed below. See exhibit prospectus for fee rates.

Alameda on Camera, Plein Air Paintout (PAPo), and Signature gallery shows: Fees are fixed. Artists are encouraged, but not required to volunteer at the gallery.

All other exhibits in the Main gallery:

- Members who volunteer 6 hours over the course of the exhibit have reduced rates and unlimited entries.
- Members who do not volunteer pay a higher rate with unlimited entries.
- Non-members who volunteer pay a reduced rate with a limit of 2 entries.
- Non-members who do not volunteer pay a higher rate with a limit of 2 entries.

Commission rates are 60% for artist and 40% for FBCA.

Artworks are consigned to FBCA for sale at the retail price stated by the artist. FBCA shall pay to the Artist, within thirty-one (31) days after the close of an exhibit, the retail price of the artwork, less FBCA commission on sales. FBCA pays sales tax on all gallery sales.

The retail price may not be changed by FBCA without the Artist's permission. Consigned works may not be removed from the Gallery for purposes of rental, installment sales or on approval with a potential purchaser without the Artist's permission. The gallery permits refunds within 7 days with a receipt as long as the art is in original condition. The Artist reserves title to the consigned works until the artwork is sold and the Artist is paid. Title shall not be subject to claim by any creditor of the Gallery. If the Gallery becomes bankrupt or insolvent, all consigned artworks shall be returned to the Artist. The Artist retains copyrights of artwork. Reproduction rights shall not be sold, except under a separate agreement with the Artist.

In consideration of FBCA showing work of the artist, artist releases from liability FBCA, its officers, employees, volunteers, and representatives for any aspect of the handling including damage to the artwork. Artist understands that FBCA does not insure the artwork consigned to FBCA and takes personal responsibility for insuring artwork on their own.

It is the artist's responsibility to call the gallery before the opening date to find out if artwork needs to be picked up. Artwork not included in this exhibit must be removed by 7 PM on the opening day of the show. Artwork left 90 days after the above final pick up deadline is considered abandoned and will be disposed of without notice.

Artist Signature _____ Date _____

FBCA Representative _____ Date _____