Holidays Consignment Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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.

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, 70% of the retail price of the artwork. 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.

The gallery will lay out the artwork within the 3”x3” allotted space for the exhibit. 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.

Representational pieces of artwork are guaranteed to be included in the Holidays exhibit and more if an item is sold. It is the artist’s responsibility to pick up unsold works at 5pm the end of the exhibit or later if arranged with the gallery. Artwork left 90 days after the above final pick up deadline is considered abandoned becomes the property of the gallery.

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

FBCA Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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