



### Consignment and Sale Agreement

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Piqua Arts Council, a non-profit 501(c)3 corporation organized under the laws of the State of Ohio, referred to herein as “Dealer” and the individual named below referred to herein as “Artist” located at **427 N. Main Street, Piqua, OH 45356.**

Artist \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

1. **Agency purpose:** The artist hereby appoints Dealer as agent for the purpose of displaying distributing and selling the Artist’s work(s) of art hereafter referred to as “Artwork(s).” Dealer shall not permit the Artwork(s) to be used for any other purpose without the express consent of the artist.
2. **Artwork:** The Artwork consigned for exhibition and sales by Dealer as agent for the Artist will be enumerated, described and priced at the price to be paid to artist in exchange for the Artwork.
3. **Warranty:** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artwork(s) and that the descriptions as provided to Dealer are true and accurate. In addition, each Artwork is signed and attributed to the Artist.
4. **Consignment:** The Artist hereby consigns to Dealer and Dealer accepts on consignment those Artwork(s) described in full on the accompanying Consignment Inventory upon mutual written consent of both parties. Limit of five (5) works of art on consignment simultaneously.
5. **Duration of Consignment:** This consignment agreement will remain in force for two months, or until the Artist requests the return of any or all the Artwork(s) by written notice. This Consignment Agreement may be extended by mutual written thirty (30) days consent.
6. **Artist Responsibility:** The Artist shall be required to send Dealer appropriately framed Artwork in good condition unless otherwise specified by Artist prior to shipping and agreed upon by Dealer. Framed and ready to hang. No sawtooth hangers accepted.

7. **Transportation Responsibilities:** 1. Packing, shipping and insurance costs, liability and all handling expenses incurred in the delivery of the Artwork(s) to Dealer shall be assumed by the Artist. 2. The same to be incurred for return of the Artwork(s).
8. **Promotion:** Dealer shall use its reasonable efforts to promote the Artwork(s) of the Artist. The Dealer shall identify clearly all the Artists name, title, media and related information. It is at the Dealers discretion how many pieces of the Artist's Artwork will be displayed and in what manner. Reasonable efforts shall include onsite promotions, notification of availability of work for purchase through mailings to Gallery members and such other form of communication demined in the sole discretion of Dealer to be appropriate. Nothing in this agreement would prevent Artist from appropriate self promotion of such artwork, but it is understood such expense in so doing shall be fully and completely born by artist further, it is understood that Dealer shall earn the same commission regardless of the artwork arises from efforts of either Dealer or artist.
9. **Payment To The Artist:** Dealer and Artist agree that payment to the Artist shall be made less commissions earned no later than thirty (30) after purchase funds have cleared and were received by Dealer. Artist receives 75% and Dealer receives 25% of the artwork that is sold.
10. **Reproduction:** The Artist reserves all rights to the reproduction of the Artwork(s) except as noted in writing to the contrary. (The Artist will not withhold permission for the reproduction of such works for promotional and marketing purposes by the Dealer.)
11. **Insurance:** Undersigned Artist agrees and understands that Dealer is not responsible or liable for damage or loss of Artwork(s) caused by or resulting from flood, earth movement including, but not limited to earthquake, landslide, mud flow, earth sinking, rising, shifting, theft, or Acts of God.
12. **Termination of Agreement:** This Agreement may be terminated at any time by 30 days written notification of cancellation from either party. In the event of the Artist's death, the estate of the artist will have the right to terminate the Agreement. All accounts will be settled and any unsold Artwork(s) returned to the Artist or in the case of Artist's death the personal representative or executor within 30 days of that notification of termination.
13. **Accounting:** Dealer agrees to provide Artist with an annual accounting to include the following information: the title of the Artwork(s) sold, date of sale, sale price, name and address of purchaser when available. An accounting will be provided upon request by Artist or in the event of termination of this Agreement.
14. **Integration:** This Agreement constitutes the entire understanding between the parties. Its terms can only be modified in writing when signed by both parties.
15. **Notices and Changes of Address:** All notices shall be sent to the Artist at the address specified at the end of the Agreement. Each party agrees to give written notification of any change of address prior to date of said change.
16. **Indemnification:** Artist agrees to indemnify Dealer against all costs and expenses (including reasonable attorney's fees) incurred by Dealer in connections with any claims made against Dealer that the Artwork(s) is not an original creation of the Artist or infringes upon a third-party's copyright.

*In Witness Whereof, the parties have executed this Agreement the day and year first above written.*

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Dealer Date  
Piqua Arts Council, 427 N. Main Street, Piqua, OH 45356

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Artist's Signature Date

End Consignment Date \_\_\_\_\_