

# CONSIGNMENT AGREEMENT

An agreement to sell goods on consignment between:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

referred to below as the Gallery

AND

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

referred to below as the Craftsperson.

## OWNERSHIP

The consigned goods remain the property of the Craftsperson until the works are sold and paid for in full by the purchaser. At no time does the Gallery own the consigned works. Copyright to the work remains with the Craftsperson at all times.

## COMMISSION

Upon sale of the consigned works, the Gallery is entitled to a commission of 40% of the selling price.

## SALES & BILLING

The Gallery shall forward to the Craftsperson the amount equal to the selling price of the consigned goods minus the Gallery's commission. Payment will be made the the 15<sup>th</sup> day of the month following the sale of the work. (example: payment for work sold during the month of May will be made by June 15<sup>th</sup>).

## SALES TAX

The Craftsperson will indicate whether he/she is registered for sales tax and has a tax Registration Identification Number or Licence. This number is \_\_\_\_\_.

## SHIPPING

The Craftsperson is responsible for crating, packaging, shipping and insuring of the work to the store. Once received in good condition, the Gallery will assume insurance costs.

## RETURN OF WORKS

The Gallery will return unsold works to the Craftsperson at the request of the Craftsperson with two weeks notice. Work unsold after a length of time considered appropriate by the Gallery may be returned to the Craftsperson by the Gallery, after notifying the Craftsperson in advance.

## COMMISSIONED WORK

The Gallery may negotiate on behalf of the Craftsperson for the sale of work that has not yet been created. The terms of these negotiations are subject to the approval of the Craftsperson. The purchaser shall pay a deposit of 50% upon ordering this work. The Craftsperson shall ship the commissioned work to the store. The Gallery shall ensure that the purchaser receives the commissioned work and that final payment is made in full to the Gallery, at which time the amount of the sale will be entered into the monthly receipts and payment will made as outlined above.

# CONSIGNMENT AGREEMENT

## FINDER'S FEE

The Craftperson shall charge the same retail value for the same item whether selling directly to a customer or at the store. If the Craftperson knowingly sells any of her/his work directly to a purchaser who is buying the work because they saw an example of it for sale in the Gallery, the Craftperson shall pay the Gallery a commission of 10% of the selling price to the Gallery in recognition of the effort made by the Gallery to promote and sell the Craftperson's work.

## INSURANCE

The Gallery shall provide insurance for fire, theft, and breakage for works received in good condition at the store. The Gallery shall not be liable for loss or damage to the works if the damage is due to inherent faults attributed to the design, construction or materials of the works. Insurance value of the works is 60% of the selling price, payable upon settlement of insurance. The Gallery cannot provide any compensation for natural deterioration caused by heat, humidity or circumstances beyond its control. If the works require special handling or avoidance of particular environments, the Craftperson must inform the Gallery of special needs prior to display of the work.

## CRAFTPERSON'S WARRANTY

The Craftperson warrants that he/she is the creator of the works he/she presents for sale and owns the copyright to these works. The Craftperson warrants that these works are free from any encumbrances. The Craftperson shall not, without written consent from the Gallery, make any agreements concerning the works that are consigned under this agreement.

## PHOTOGRAPHS & BIOGRAPHICAL INFORMATION

The Craftperson shall allow photographs of the works and biographical information to be displayed in the store, given to clients, and used for promotional & publicity purposes.

## RECEIPT & ACCEPTANCE OF WORK

The Gallery at its sole discretion has the right to select which works, if any, are to be accepted and received on consignment. Notification of receipt of goods will only be sent if work is missing or damaged. The Craftperson will then be responsible for processing any insurance claims against the carrier.

## DISPLAY OF WORK

The manner and length of time the work is displayed is at the sole discretion of the Gallery. The premises include the store and any other display case or window in any other location used to promote the work and/or the store.

I have read and agree with the terms set forth in this agreement.

\_\_\_\_\_  
*Craftperson's signature*

\_\_\_\_\_  
*Signature for the Gallery*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*