

Tiitwaatit Art Gallery Agreement

When submitting Artwork, please provide photos with an accurate size/description of each piece. This helps us plan for placement. Due to space size and storage limits, we are only accepting 2 pieces of art per Artist. Please be sure your contact information is current and correct.

Artist Name	
Address	
Contact Number	Contact Email

Title of Piece:	Price Range:
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(Please note that a price range allows our Gallery Manager to negotiate prices on your behalf. The highest listed amount will be what is displayed with your piece of work. Let us know if you prefer to be firm in one price.)

The above parties hereby enter into the following Agreement:

1. **Agency; Purposes.** The Artist appoints the Gallery as agent for the works of art consigned under the Agreement, for the purposes of exhibition and sale. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.

2. **Consignment.** The Artist hereby consigns to the Gallery and the Gallery accepts on consignment; those Artworks listed on the inventory list completed by the Artist.

3. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered ownership of the Artworks and that their descriptions are true and accurate.

4. **Duration of Consignment.** The Artist and the Gallery agree that the initial term of consignment for the Artwork(s) will be until September 30th, 2022.

5. **Display.** All works submitted for display shall be display ready. The gallery maintains sole control over the display, placement, lighting and labeling of the artwork under consignment.

6. **Transportation Responsibilities.** Arrangements for, packing and shipping charges, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gallery and in their return to the Artist shall be the responsibility of the Artist.

a) **Additional Provisions.** If anyone other than the Artist is to pick up works of art, written authorization from the artist must be presented, as well as confirmation by phone. All responsibility for the safe transfer of the works remains with the Artist.

7. **Responsibility for Loss or Damage, Insurance Coverage.** The Gallery shall be secure and insured. The Gallery remains responsible for the safekeeping of consigned Artworks while they are in its custody. Gallery will assume value based on displayed retail price of Artwork.

8. **Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified by the Artist to **include 10% commission to Gallery.** Payment is to be made to Artist within 30 days of sale. Commission fee is subject to change only at the start of a new season and with an updated agreement signed by both parties.

9. **Removal from Gallery.** The Gallery shall not lend out or remove from the premises, any of the Art works, without first obtaining written permission from the Owner (Artist).

10. **Promotion.** The Gallery shall use its best efforts to promote the sale of the Artworks. The Gallery agrees to provide adequate display of the Artworks and to undertake other promotional activities on the Artist's behalf. The Gallery shall clearly identify all Artworks with the Artist's name and the Artist's name shall be included on the bill of sale of each of the Artworks.

11. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery assumes the right to use images of art work to publicize and promote the Artworks through social media, web page, print advertising and newsletters. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

12. **Termination of Agreement.** The Agreement may be terminated at any time by either the Gallery or the Artist by means of written notification of termination from either party to the other.

14. A copy of this agreement must be on file before art is displayed. Agreement is only needed once, at start of Season, unless modifications are made, which will need to be signed by both parties.

Signature of Artist	Date
Signature of Gallery Representative	Date

Agreement must be signed, with a copy of photo ID and artwork descriptions included.

Cassandra Waters cassandraw@thenndf.org | 509 633 9940 | P.O. Box 154 Coulee Dam WA 99116