

# CONSIGNMENT CONTRACT

Agreement is made this \_\_\_\_ day of \_\_\_\_\_ (month and year) by and between \_\_\_\_\_ (“Artist”) located and the Cape School of Art Open Studio (CSA) Open Studio located at Macmillan Wharf in Provincetown.

## Recitals

CSA Open Studio exhibits and sells artwork; and Artist has created and owns the artwork listed in the List of Inventory (the “Artwork”) and desires to exhibit and sell the same; Therefore, the parties agree as follows:

- 1. Scope of Agency.** The artist appoints the CSA Open Studio to act as artist’s exclusive agent on the outer cape (Provincetown, Truro, Wellfleet, & Eastham) for the exhibition and sale of original artwork. This agency shall cover only artwork submitted by the artist while this agreement is in force. The CSA Open Studio shall document receipt of all artworks consigned.
- 2. Consignment of Inventory.** CSA Open Studio accepts on consignment, the artworks listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.
- 3. Pricing and Terms of Payment.** The CSA Open Studio shall sell the artworks only at the retail price specified on the List of Inventory. The CSA Open Studio and the artist agree that the CSA Open Studio’s commission is to be 40 percent of the retail price of the artwork.
- 4. Payment.** The CSA Open Studio shall pay the artist all proceeds due the artist within thirty days of sale of any artwork.
- 5. Loss or Damage.** The gallery shall be strictly liable for loss or damage to any consigned artwork from the date of delivery to the gallery until the artwork is returned to the artist or delivered to a purchaser. In the event of loss or damage that cannot be restored, the artist shall receive the same amount as if the artwork had been sold at the retail price.
- 6. Transportation of Artwork.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks from the artist to CSA Open Studio and returned from the CSA Open Studio to the artist shall be borne by the artist.
- 7. Duration and Termination of Consignment.** The artist and the CSA Open Studio agree that the initial term of consignment for the artwork shall continue until September 30, 2018. All work must be picked up at the CSA by the artist.
- 8. Governing Law.** This agreement shall be governed by and in accordance with the laws of the State of \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have signed this agreement as of the date below.

Artist: \_\_\_\_\_(print)

Company Name (if any):

Authorized Signature

\_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CSA Open Studio: \_\_\_\_\_ (print)  
Authorized Signature

\_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**LIST OF INVENTORY ON CONSIGNMENT**

This is to acknowledge receipt of the following artworks on consignment.  
Artist should list retail price for the convenience of the CSA Open Studio and to avoid any misunderstandings.

	Title	Medium	Description	Wholesale Price	Retail Price	# of items
1.						
2.						
3.						
4.						
5.						

Name  
Address  
Phone  
Fax  
E-mail

Authorized Signature

\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

Artist  
Address  
Phone  
Fax  
E-mail