

# Consignment Agreement

This agreement ("Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Between:

\_\_\_\_\_

( "Consignor" )

-and-

Pelee Island Community Arts, dba Pelee Art Works

( "Consignee" )

## Consignor,

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

and

## Consignee,

Pelee Island Community Arts,

82 East West Road,

Pelee Island, ON, NOR 1M0

519-724-9916

hereby enter into the following Agreement:

### 1. Consignment

Consignor hereby consigns to Consignee, and Consignee accepts on consignment, those items ("Artwork") listed on the attached inventory sheet(s) ("Inventory Sheets"), which are a part of this Agreement. Consignee will attempt to sell Artwork at the retail price specified on the Inventory Sheets. Additional Inventory Sheets may be incorporated into this Agreement at such times as both parties agree to the consignment of other Artwork. All Inventory Sheets will be signed by Consignor and Consignee.

Consignee has the right at its sole discretion to reject any item offered by the Consignor for consignment sale based on Consignee's determination of the appropriateness, saleability, or quality of craftsmanship of the item.

### 2. Duration of Consignment

The Consignor and Consignee agree that the term of consignment for Artwork is from the date of this Agreement until the next 15<sup>th</sup> of October and that the Consignor does not intend to request the return of Artwork before the end of this term. Consignor will take back all unsold Artwork at the end of the term.

**3. Transportation Responsibilities**

Delivery of Artwork to Consignee and pick up of unsold Artwork from Consignee, together with all related expenses, are the responsibility of the Consignor.

**4. Exclusivity**

Consignor shall be entitled to offer to sell and to sell similar, other or competitive inventory to any person at any time on such terms as the Consignor deems fit. Consignee shall be entitled to offer to sell and to sell similar, other or competitive inventory to any person at any time on such terms as Consignee deems fit.

**5. Responsibility for Loss or Damage, Insurance Coverage**

Artwork held by Consignee remains the property of the Consignor. Consignee will not insure Artwork. Consignee will not be liable to the Consignor (and Consignor will not be compensated by Consignee) if Artwork is lost, damaged or destroyed. Artwork remains at the risk of the Consignor and it is the responsibility of the Consignor to insure its Artwork if Consignor desires insurance coverage.

**6. Pricing; Gallery's Commission; Terms of Payment**

Consignee shall sell Artwork only at the retail price specified on the Inventory Sheets. Consignee's commission is 30% of the retail price of Artwork. Any change in the retail price or in Consignee's commission must be agreed in writing by the Consignor and Consignee. Payments to the Consignor of Artwork sale proceeds, net of commission, will be made by Consignee three times during the season (after the end of June, after the end of August, and after the Consignor has removed unsold Artwork at the end of the term).

**7. Membership**

Consignor will pay a \$20.00 fee ("Membership Fee") to become a member of Pelee Island Community Arts for the calendar year of this Agreement. If not otherwise paid the Membership Fee will be deducted from the payments described in paragraph 6.

**8. Display**

Consignee will determine where all items in the store will be displayed and how much shelf space will be allocated to Consignor. Consignor may offer to provide display units/racks, but Consignee will determine whether any such unit will be accepted and, if so, where it will be located in the store. Consignee retains the right to utilize unused space on Consignor's units for display purposes of other Consignors' work in order to maximize and promote sales of all Consignors.

**9. Reproduction**

The Consignor reserves all rights to the reproduction of Artwork except as noted in writing to the contrary. Consignee may arrange to have Artwork photographed to publicize and promote Artwork through means to be agreed to by both parties. In every instance of such use, the Consignor shall be acknowledged as the creator and copyright owner of Artwork.

\_\_\_\_\_  
(Signature of Artist)

\_\_\_\_\_  
(Date)

per: \_\_\_\_\_  
Pelee Island Community Arts

\_\_\_\_\_  
(Date)