

ARTIST-ROXY CONSIGNMENT AGREEMENT

ARTIST: (Name, Address, Telephone, Email):

and **THE GALLERY:**

ROXY COFFEE; A COMMUNITY PLACE
6 MILL STREET EAST
ACTON ON L7J 2M4

Hereby enter into the following Agreement:

1. **Agency; Purposes.** The Artist appoints The Gallery as agent for the works of art ("the Artworks") consigned under this 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. This agreement applies only to works consigned under this Agreement and does not make The Gallery a general agent for any other works.
2. **Consignment.** The Artist hereby consigns to the Gallery those Artworks listed on the attached Inventory Sheet which is part of this Agreement. All inventory sheets shall be signed by Artist and Gallery. The Gallery may reject artworks at the Owner's discretion.
3. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage shall be the responsibility of the Artist.
5. **Pricing; Gallery's Commission; Term of Payment.** The Gallery shall sell the Artworks only at retail price specified on the Inventory Sheet. Any change to the retail price, or in the Gallery's commission must be agreed to in advance by the Artist and the Gallery. The Gallery and the Artist agree that the Gallery's commission is to be **10 per cent** of the retail value of the artwork. Payment will be made directly to the Artist by the purchaser. The Artist shall pay the Gallery Commission owed before the removal of artworks from the Gallery.
6. **Responsibility for Loss or Damage, Insurance Coverage.** The Gallery is not responsible for loss or damage of the Artworks while in its custody.
7. **Removal from Gallery.** The Gallery shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist. No artworks shall be removed until the end of the Show Period or the Length of Contract.
8. **Framing.** The Artist and the Gallery will decide if framing is required. If framing is required it will be the responsibility of the Artist.
9. **Promotion.** The Gallery shall use its best efforts to promote the sale of Artworks. The Gallery will provide adequate display of Art works, identify all Artworks with Artist's name, work's title and prices. The Gallery and the artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in The Gallery's exhibitions and other promotional activities.

10. **Openings.** All proceeds from food and refreshments served by Roxy Coffee during an opening and or show are owned by Roxy Coffee.
11. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery reserves the right to use photographs of the art shows in the Gallery environment for promotional and other uses.
12. **Procedures for Modifications.** Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions mdke on this form and any additional provisions written onto it.

Sincerely, _____ (Artist)

Sincerely, _____ (Gallery)

LENGTH OF CONTRACT

From _____ To _____

Consented and agreed to: Artist _____ **Date** _____

Consented and agreed to: Gallery _____ **Date** _____

CONSIGNMENT AGREEMENT ARTWORKS LIST: Attach sheet numbering each artwork and providing following; Title, medium, dimensions, retail price, gallery commission. Sheet shall be signed and dated by both Artist and Gallery owner.