



# WetPaint Party and Art Sale Contract

This agreement is made between \_\_\_\_\_ (hereinafter referred to as the "Artist"), and the Greater Augusta Arts Council (hereinafter referred to as the "Recipient").

- 1)** The artist appoints the recipient as an agent for the sale of his/her artwork, product or service. The recipient wishes to represent the artist under the terms and conditions of this contract.
- 2)** The artist will supply an inventory to the recipient showing artwork's title, size, and the artist's given retail price (including commission). Artwork will be sold through silent auction and may be bid up from given retail price.
- 3)** The artist's retail price, less the recipient's commission of 20% will be remitted to the artist within thirty (30) days of the date of closing the sale. The title of those works remains with the artist until the works are sold and the artist is paid in full, at which time the title passes directly to the purchaser. Even after sale, the artist retains all reproduction rights to the painting and it is the responsibility of the recipient to advise all buyers of this fact.
- 4)** If artwork is bid up in the silent auction from the artist's retail price, the recipient receives the overage in addition to the 20% commission.
- 5)** If requested by artist, a copy of the sale's invoice on sold artwork, showing the name, email, and phone number of the customer and the retail amount paid, shall be attached to the remittance of the artist, who agrees not to share this information with any other representative.
- 6)** The recipient will assume full responsibility for the artwork as well as the frame. It is the responsibility of the recipient to repair or replace any frame that is not in the condition in which it was received.
- 7)** The recipient will assume full responsibility and be strictly liable for any consigned works lost, stolen, damaged or destroyed while in the recipient's possession.
- 8)** The artist may withdraw any or all works consigned on thirty (30) days notice. The recipient may return to the artist any and all works without notice.
- 8)** The artist shall be responsible for bringing works and method of display (easel) to the recipient. The recipient shall NOT cover the cost of returning and properly insuring unsold work and display to the artist's studio. All works and displays must be picked up in person by the artist, or a trustee of the artist, at the appointed time.



9) The consigned works will be held in trust for the benefit of the artist and will not be subject to claim by a creditor of the recipient.

10) The artist represents and warrants that the consigned property is the original work of the artist and that sale of the property does not violate any property right or copyright and does not contain any libelous or unlawful matter.

This agreement will terminate on written notice of either the artist or the recipient.

Upon termination, all of the artist's works will be returned to his/her person or representative at the close of the event at the expense of the artist. All accounts will be paid in full within thirty (30) days. If artwork(s) and displays are not picked up at the close of the event, the works and display will be considered abandoned. By abandoning their artwork(s), artist will have forfeited all rights to work(s). At which time, the work(s) will become property of the Greater Augusta Arts Council.

Consented and agreed to:

**Artist's Signature:**

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

**If Minor, Parent or Guardian Signature:**

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

**Recipient's Signature:**

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