



Gallery at Augusta & Co. Contract

Agreement is made between _____ (hereinafter referred to as the "Artist"), and the Greater Augusta Arts Council (hereinafter referred to as the "Recipient") and the Augusta Convention & Visitor's Bureau, or Augusta & Company (hereinafter referred to as the "Venue").

- 1)** The artist appoints the recipient as an agent for the sale of his/her paintings and promises to supply the recipient with a sufficient number of paintings to satisfy demand. The recipient wishes to represent the artist under the terms and conditions of this contract.
- 2)** The recipient will supply a consignment agreement to the artist each time new works are received by the recipient, along with the painting's title, size, and the artist's given retail price (gallery may not raise this price without written permission from the artist, except for the adding of sales tax).
- 3)** The artist's retail price, less the recipient's commission of 40%, will be remitted to the artist within thirty (30) days of the date of closing of the in person sale. For on-line sales of artworks, the artist's retail price, less the recipient's commission of 30%, 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 gallery to advise all buyers of this fact.
- 4)** A copy of the sale's invoice on each painting, showing the name, address, 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 gallery.
- 5)** The recipient will assume full responsibility for the painting 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.
- 6)** 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.
- 7)** 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 from his/her studio to the recipient. The recipient



shall NOT cover the cost of returning and properly insuring unsold works to the artist's studio. All works must be picked up in person by the artist at the appointed time. If artworks are not picked up at the appointed time, after 60 days the artworks will be considered abandoned and all rights to artworks will be forfeited to the recipient.

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 paintings will be returned to his/her person or representative within thirty (30) days at the expense of the artist. All accounts will be paid in full within thirty (30) days.

Consented and agreed to:

Artist's Signature:

_____ Date: _____

If Minor, Parent or Guardian's Signature:

_____ Date: _____

Recipient's Signature:

_____ Date: _____

Venue's Signature:

_____ Date: _____