



Bay Area Glass Institute
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Gift Shop/Gallery Consignment Agreement

The Bay Area Glass Institute ("BAGI") as CONSIGNEE and "Artist" _____ as CONSIGNOR, agree to the following terms and conditions of the BAGI Gift Shop/Gallery Consignment Agreement.

1. Agency Purpose

The artist appoints BAGI 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 BAGI a general agent for any other works.

2. Consignment

The artist hereby consigns to BAGI artworks delivered to the gallery for consignment sale.

3. Consignment Inventory List

The artist will provide BAGI with a consignment list using BAGI's [Gift Shop Inventory Form](#). The consignment list must be filed electronically by the artist and items confirmed by a BAGI representative or staff member. The artist should also print the consignment list and include it with any shipped items. The consignment list must include an item number and price for each item to be placed under consignment.

4. Item Tags

Artists must tag items in a professional manner. Each item should have a tag attached with a unique item number and price. Upon receipt, BAGI will enter the inventory into our electronic inventory system and produce a label with barcode that includes the Artist ID, item number, and price.

5. Warranty

The artist hereby warrants that he/she created and possesses unencumbered title to the artworks, and that their descriptions are true and accurate.

6. Duration of Consignment

The artist and the gallery agree that the initial term of consignment for the artworks is to be 6 months, and that the artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the artist requests the return of any or all of the artworks or the gallery requests that the artist take back any or all of the Artworks with which request the other party shall comply within 30 days.

7. Responsibility for Loss or Damage, Coverage

BAGI shall be responsible for the safekeeping of all consigned artworks while they are in its custody. The gallery shall be strictly liable to the artist for their loss or damage (except for damage resulting from flaws inherent in the artworks), to the full amount the artist would have received from the gallery if the artworks had been sold.

8. Fiduciary Responsibilities

Title to each of the artworks remains in the artist until the artist has been paid the full amount owing him or her for the artworks; title then passes directly to the purchaser.

9. 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.

10. Pricing; Gallery Commission; Terms of Payment

The gallery shall sell the artworks only at the retail price specified by the artist. The gallery and the artist agree that the gallery's commission is to be 40 percent of the retail Price of the artwork, and artist's to be 60 percent. Any change in the retail price, or in the gallery's commission, must be agreed to in advance by the artist and the gallery. Payment to the artist shall be made by the gallery on the first week of every month, and will include all commissions due for any/all artworks sold.

11. Promotion

The gallery shall use its best efforts to promote the sale of the artworks. The gallery agrees to provide adequate display of the artworks.

12. Reproduction

The artist reserves all rights to the reproduction of the artworks. The gallery will not permit any of the artworks to be copied, photographed or reproduced without the written permission of the artist.

13. Entire Agreement:

This agreement replaces and supersedes any and all oral agreements between the parties, as well as any prior writings or Termination of Consignment.

14. Termination of Agreement

Notwithstanding any other provision of this agreement, this agreement may be terminated at any time by either BAGI or the artist, by giving a 30 day written notification of termination from either party to the other. If either party terminates the agreement, the Artist will make arrangements to pick up or ship the items within 10 working days. If the Artist does not pick up the items within 90 days after consignment termination notice, the item(s) become the property of BAGI. In the event of the artist's death, the estate of the artist shall have the right to terminate the agreement.

15. Procedures for Modification

Amendments to this Agreement must be signed by both artist and gallery and attached to this agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

Artist Name

BAGI Representative

Artist Signature/Date

Signature/Date

City, State, ZIP

Artist Address

Telephone Number