



ARTIST CONSIGNMENT CONTRACT

Please read the following, then sign and date below.

1. **Warranty.** Artist hereby warrants that s/he created and possesses unencumbered title to the consigned artwork, and that their descriptions are true and accurate.
2. **Scope of Agency.** Artist appoints The Third Place to act as artist's non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit within the space provided and sell any work not consigned The Third Place under this contract.
3. **Consignment.** Artist hereby consigns to The Third Place, and accepts on consignment, those artworks listed and/or arranged. The Third Place shall not permit the Artworks to be used for any other purposes than exhibition and sale without consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of the Artwork, the title shall pass directly from Artist to the purchaser.
4. **Duration of Consignment.** Artist and The Third Place agree that the initial term of consignment for Artworks is to be one month, beginning on the first of the month or otherwise arranged by Artist and The Third Place, and that Artist does not intend to request their return before the end of this term.
5. **Promotion by The Third Place.** The Third Place is not responsible for promoting the sale of consigned items or undertake other promotional activities on Artist behalf. Ladder provided by The Third Place upon request. Wires, hooks, installation, dismantling, further promotion provided by the Artist, at his/her own expense, may wish to promote during the exhibition of his/her Artworks by printing own catalogue, business cards, price lists, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense.
6. **Copyright.** Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The artist is acknowledged as creator and copyright owner of artwork. The Third Place may arrange to have the Artworks photographed to publicize and promote Artist and store. In every instance of such use, the Artist shall be acknowledged as creator and copyright owner of Artwork. If artist wishes to have specific photographs used, those images must be provided by artist along with written statement prior to the display of work in the store.
7. **Pricing.** Although it is a non-exclusive contract, Artist's price is fixed and will be sold only at price listed at time of display. The Third Place shall see the works at the retail prices provided by the Artists. Any change in the retail price must be agreed to in advance by Artist and The Third Place.
8. **Sale.** All The Third Place sales are in US dollars. Claims and documentation regarding taxes is the sole responsibility and liability of the Artist.
9. **Consignment Fee:** The Third Place receives 40% commission from the sale of Artworks. The Artist receives remaining 60% before taxes and applicable fees from sale of artwork.

10. Upon sale of Artwork, The Third Place will hold payment for Artist in a safe until arrangements are made for collection by Artist. The Third Place will not accept payment by check for Artwork. Cash is always accepted. Payment by credit or debit cards will also be allowed; consignor will be charged a 5% transaction fee per charge.
11. Accounting. Along with each payment, The Third Place shall furnish Artist with a copy of the bill of sale, indication of name of Artist, title of Artwork sold, date of sale, and sale price. The Third Place may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks at The Third Place and inspect books and records pertaining to sales of his/her Artworks.
12. Removal from the Third Place. The Third Place shall not tend out or remove from the Premises and Artworks without first obtaining permission from the Artist. There is no return policy during consignment on Artworks sold to the customers of The Third Place.
13. Loss or Damage. In the event of fire, flood, or other natural disaster where loss or damage cannot be restored, The Third Place is not liable for damage or loss of Artworks. It is the responsibility of the Artist to insure his/her work.
14. Termination of Contract. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either The Third Place or the Artist, by means of notification of termination of either party to the other. Upon the notification of the termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement.
15. Modifications. This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below.

NAME OF ARTIST

SIGNATURE OF ARTIST

DATE OF CONSIGNMENT

DATE OF CONTRACT

EMERGENCY CONTACT FOR ARTIST