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## **CONSIGNMENT AGREEMENT**

This agreement is made on (date) \_\_\_\_\_ between (artist name) \_\_\_\_\_ and the **Cannon Beach Gallery**, a program of an Oregon nonprofit organization, Cannon Beach Arts Association, PO Box 684, Cannon Beach, OR 97110, (503) 436-0744. CANNON BEACH GALLERY is referred to as the 'Gallery'.

Mailing address:

Phone #:

E-mail:

### **THE PARTIES AGREE:**

- a. Consignment.
  - i. Consignments to the Gallery are made subject to the terms and conditions of this document. Artists should be provided and have read this document prior to consignment. Agreement to these terms should be documented on the signed inventory sheet(s) which establish the Consignment Agreement.
- b. Warranty.
  - i. The Artist warrants that she/he created, and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
- c. Duration of Consignment.
  - i. The Artist and the Gallery agree that the minimum term of consignment for the Artworks is as listed on the inventory sheet at submission. Consignment may continue passed the consignment period, by mutual consent, until the Artist or Gallery requests return of Artwork with which either party shall comply within 30 days.
- d. Transportation Responsibilities.
  - i. Packing and shipping charges, insurance costs during transit, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gallery shall be the responsibility of the Artist.
- e. Responsibility for Loss or Damage: Insurance Coverage.
  - i. Once the Gallery has taken custody of the Artworks, the Gallery shall be liable for the loss or damage to the Artwork. Artists will be compensated to the value of 60% of the retail price of the lost or damaged Artwork. Following compensation to the Artist the Artworks become the property of the Gallery. The retail price is that specified in the Inventory Sheet submitted upon delivery of the work.
  - ii. If a piece of Artwork is damaged, while in the custody of the Gallery, and such damage is able to be repaired, the parties may agree to have the Artist repair the Artwork and set the amount of compensation to be paid based on such repair. This agreement would override section 5.a.
  - iii. The Artist agrees:
    1. The Artist is responsible for damage resulting from flaws inherent in the Artworks and that such damage shall not be considered to be caused by failure of the Gallery to use the highest degree of care
    2. It is necessary that the Artwork be displayed or stored in a manner in which it is accessible to customers
    3. Customer interaction with Artwork is necessary for successful marketing and that damage resulting from normal interaction is not caused by failure of the Gallery to use the highest degree of care.
  - iv. The Gallery shall not be liable to the Artist for loss of or damage to Artwork if the Artist fails to remove the work:
    1. Within 30 days following the date agreed upon in writing for such removal or
    2. Within a period of 30 days after notice for removal has been sent by registered mail to the Artist's address last known to the Gallery.
- f. Pricing: Gallery's Commission and Terms of Payment.



