



CONSIGNMENT CONTRACT

Agreement is made this _____ day of _____, 20____, by and between _____ ("Artist") and _____ for River Canyon Gallery ("RCG") and extends to _____.

The RCG exhibits and sells artwork in Bailey, Colorado. The Artist has created and owns the artwork submitted for jury approval at the RCG. Artwork is listed in the Inventory List ("artwork") attached to this agreement and desires to exhibit and sell the Artwork at the RCG. Therefore the parties agree as follows:

1. The Artist appoints the RCG to act as Artist's nonexclusive agent for the exhibition and sale of artwork submitted by the Artist and approved by the RCG while this agreement is in force. The Artist shall keep a full slate of inventory in the gallery at all times and shall be consistent with the Artwork that was approved through the jury process. The Artist and the RCG shall document all inventory consigned on inventory documents utilized by the RCG.

2. **CONSIGNMENT MEMBERS AND SPECIAL EVENTS ARTISTS:** In consideration for the RCG providing a space within the gallery to exhibit and sell Artist's artwork, and all that goes along with the sale of artwork, the RCG shall charge and the Artist agrees to pay according to one of the following consignment options:

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a. RCG shall charge and the Artist agrees to pay the sum of \$55 per month for the duration of this agreement. The RCG shall retain a commission of forty per cent (40%) on the sale of all artwork.

OR

b. RCG shall charge and the Artist agrees to pay the sum of \$70 per month for the duration of this agreement. The RCG shall retain a commission of thirty-three per cent (33%) on the sale of all artwork.

OPTIONAL for CONSIGNMENT MEMBERS: For an additional \$50 annual membership fee, artist will have voting rights in the gallery and membership in the Cultural Council of Park County.

The Artist agrees to maintain the selected consignment structure for the duration of the contract year or contract period. However, for an administrative fee of \$50, a Full Member Consignment Artist may choose to change the consignment structure one time during the course of the contract year at the beginning of any month.

3. **GUEST ARTISTS:** Guest Artists will *not* be charged a monthly fee. RCG shall retain a commission of forty per cent (40%) on the sale of all artwork.

4. The RCG shall pay the Artist all proceeds due for the sale of artwork by the 25th of the month following the last day of the month in which the artwork was sold. Both parties must agree to any change to the retail price or the commission in advance.

5. The Artist reserves all copyrights to the reproduction of the artwork, however the RCG shall have the right to photograph the artwork for the purpose of promoting the Artist and artwork.

6. **CONSIGNMENT MEMBERS:** The parties agree that this agreement shall be for a term of one year from the date of this agreement and is automatically renewed annually from the date of this agreement unless gallery or member provides written notice of intent to not renew at least 30 days prior to renewal. The Artist shall not remove artwork during the term of this agreement unless agreed to in writing by both parties. RCG retains the right to void this agreement if the artwork is not selling or if the Artist does not comply with the provisions herein.

7. All modifications, deletions, or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties and shall be governed by and in accordance with the laws of the State of Colorado.

8. Artist accepts all risk to inventory and will carry their own insurance. Artist must sign out and remove inventory at the end of the contract period. Gallery is not responsible for inventory left past the end of the contract period.

Executed on _____, 20____.

ARTIST: _____ RIVER CANYON GALLERY: _____