

## ARTIST/GALLERY CONSIGNMENT AGREEMENT AND WAIVERS

ON THIS DATE \_\_\_\_\_

This AGREEMENT is made between the Sangres Art Guild/3<sup>rd</sup> Street Gallery and the Artist

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

Email \_\_\_\_\_

Web address \_\_\_\_\_

1. Scope of Agency . The Artist appoints the gallery to act as Artist's non-exclusive agent in the following geographic area: The Wet Mountain Valley and surrounding area. The Gallery shall document receipt of all works consigned hereunder by signing this Record of Consignment.
2. Term and Termination. The agreement shall have an unlimited term and may be terminated by either party. On termination, all works consigned hereunder shall immediately be returned to the Artist.
3. Commissions and Fees. The Gallery shall receive entry fees of \$6.00 per piece for Sangre Art Guild members, and \$12.00 per piece for non-members. The Gallery shall receive a commission of 30% from Sangres Art Guild members, and 40% from non-members unless otherwise agreed on the inventory sheet for a particular show.
4. Prices. The gallery shall sell the works at the retail prices provided on the inventory on the Record of Consignment.
5. Payments. The Gallery shall pay the Artist all proceeds due to the Artist by the 10<sup>th</sup> day of the following month after the sale. No sales on approval or lay away shall be made without the consent of the Artist.
6. Accounting. The Gallery shall furnish the Artist with an accounting of each sale in the form of a copy of the sales receipt. An accounting shall also be provided upon the event of termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date first set forth above.

ARTIST \_\_\_\_\_

SANGRES ART GUILD REPRESENTATIVE \_\_\_\_\_

**SANGRES ART GUILD/STERMER FAMILY INVESTMENTS, LLLP  
WAIVER OF LIABILITY**

**SANGRES ART GUILD:** The Artist waives any and all claims and assumes the risk and all legal responsibility for injury to persons or loss of property resulting from travel to or participation in the activities of the Gallery, specifically those activities on the Premises, or of any and all related activities of the Gallery and the Landlord, jointly or severally; harmless from any and all liability, actions, causes of actions, debts, claims, and demands which the Gallery now has or which may arise in connection with the Gallery's participation in these activities. The Artist understands that the Artist must provide its own health, theft, and accident insurance. Participation in the activities of the Sangres Art Guild/3<sup>rd</sup> Street Gallery is entirely voluntary. By signature below the Artist also grants permission for the Sangres Art Guild to use photos, film, videos, or any other reproduction of the Artist or in which the Artist may appear for future publicity, or educational projects.

**STERMER FAMILY INVESTMENTS, LLLP:** In consideration of the privilege of participating in the activities offered on the Premises, the Artist and the Tenant have and do hereby waive any and all claims and assume the risks and all legal responsibility for the injury to myself or loss of property resulting from travel related to or participation in the activities of the Gallery on the Premises, and hereby hold the Stermer Family Trust, Stermer Family Investments LLLP, Richard Stermer, Audrey Stermer, contractors, volunteers, organizations, and/or organizers of any and all related activities or any of them, jointly or severally; harmless from any and all liability, actions, causes of actions, debts, claims, and demands which I now have or which may arise in connection with my participation in these activities. I understand that I must provide my own health, theft, and accident insurance. My participation in the activities described by this Agreement is entirely voluntary.

**SECURITY INTEREST:** Title to and a security interest in any works consigned or proceeds of sale under this Agreement are reserved to the Artist. In the event of any default by the Gallery, the Artist shall have all rights of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Gallery's creditors. The Gallery agrees to execute and deliver to the Artist, in the form requested by the Artist, a financing statement and such other documents which the Artist may require to perfect its security interest in the works. In the event of a purchase of any work by a party other than the Gallery, title shall pass only upon full payment to the Artist of all sums due hereunder. The Gallery agrees not to pledge or encumber any works in its possession, not to incur any charge or obligation in connection therewith for which the Artist may be liable.

**ASSIGNMENT:** This Agreement shall not be assignable by either party hereto, provided, however, that the Artist shall have the right to assign money due him or her hereunder.

**ARBITRATION:** All disputes arising under this Agreement shall be submitted to binding arbitration, by an Arbitrator and at a location as agreed to by the parties, but within the State of Colorado. In the event any party to this Agreement fails or refuses to respond to written demand to participate in arbitration any other party may obtain an order of Specific Performance from the District Court, in the County of Custer, State of Colorado, and an award of its reasonable attorneys fees, costs and expenses related to the filing of such suit. Failure to participate in arbitration thereafter scheduled shall result in the entry of a default judgment, including reasonable attorneys fees, costs and expenses against the defaulting party; any other resulting arbitration award which shall include the prevailing party's reasonable attorneys fees, costs and expenses may be entered for judgment in such court.

**MODIFICATION:** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Colorado.

ARTIST \_\_\_\_\_ DATE \_\_\_\_\_

SANGRES ART GUILD/STERMER FAMILY INVESTMENTS, LLLP

\_\_\_\_\_ DATE \_\_\_\_\_