

VILLAGE GALLERY OF ARTS, INC.
AGREEMENT FOR CONSIGNMENT OF WORKS OF FINE ART AND/OR CRAFT
PURSUANT TO ORS 359.200 ET SEQ (Oregon Art Consignment Act)

This Consignment Agreement sets forth the rights and obligations between the Village Gallery of Arts, Inc. (hereinafter "Gallery" or "consignee") and the undersigned (hereinafter "Artist" or "consignor").

1. Delivery of Inventory for Exhibit or Sale.

Consignor agrees to deliver to Consignee all works of art, in a suitable condition for exhibition or sale, as set forth in the Hanging Guidelines, and as described and listed by the Artist in the Artist Inventory Sheet, which is incorporated by reference into this Agreement. Delivery of works of art as listed in the Artist Inventory Sheet shall be made by the Artist, or on behalf of the Artist, on or prior to the date of exhibition as designated by the Gallery.

2. Display, Sale Price, Commission, and Fees.

Consignor agrees that the work/s of art shall be displayed for sale or for exhibition at the Gallery or one of the Outside Show locations as described by the Gallery. Consignor agrees that each piece described on the Artist Inventory Sheet, as prepared by consignor, may be sold for not less than the selling price shown. Consignor agrees that consignee may retain commission as follows:

15% Active Member at time of sale, 35% Participating Member at time of sale, 45% Associate Member at time of sale, of the selling price of each work from the proceeds of sale as consignee's agreed on commission for the acceptance, display and sale of each work. Consignor agrees that each work of art, as listed in the Artist Inventory Sheet, shall be deemed a separate inventory item, to be sold separately, whether or not the works are sold to one or more purchaser.

3. Liability.

Consignee shall provide careful consideration and handling of each work of art in Consignee's possession. The Artist agrees that works of art are not in Consignee's possession when being delivered to or removed from the Gallery by the Artist. It is generally understood that even in the best of situations some minor damage may occur. The Artist is encouraged to insure his/her works of art which are in Consignee's possession because the Gallery does not guarantee the works of art against any or all loss, destruction, or damage. If Consignee is found liable for loss, destruction, or damage to works of art, then Consignee shall be responsible to pay the Artist no more than 10 percent of the sales price of the work of art listed in the Artist Inventory Sheet.

4. Limitation of display/storage.

Consignee is authorized to display the work of art during the designated dates of show/exhibit or until the work is sold, whichever comes first.

In the event the work is not sold, consignor agrees to reclaim and remove the work from the Gallery within 10 days after the show/exhibit closes, unless other arrangements have been made in writing with a member of the Board of Directors of the Gallery. The parties agree that if the Artist fails or neglects to remove any unsold works of art within the time allowed, consignee shall be entitled to its reasonable charges for care and storage of the work not reclaimed and shall be entitled to a lien on the work for those charges until paid. Consignee shall not be liable for the loss or damage to any unclaimed work of art that has not been retrieved by the Artist according to the time frame outlined herein. The charges for care and storage shall be due and payable on and for each day for which the work remains unclaimed.

In the event the work is sold, consignee agrees to pay consignor's share of the proceeds to the Artist, minus commission, approximately 30 days after the close of the show/exhibit. Consignee agrees, on demand by consignor, to provide the name and address of the purchaser of the work and the date of purchase for any work sold for \$100 or more, as recorded on the sales receipt at time of purchase.

5. Display Permitted.

The Artist agrees that Consignee may use and/or display any or all of the Artist's work or similar copy thereof, including group photographs of art displays if the work of the Artist is clearly visible in a photograph, in the Gallery and in premises other than the Gallery.

The undersigned Artist hereby accepts and agrees to be bound by the terms and conditions of this Consignment Agreement

Received by Authorized Gallery Member: _____ Date: _____

Artist Name (print): _____ Artist Signature: _____

Address: _____ City State Zip: _____

Phone/s: _____ Fine Art _____ Craft _____ Leave Soc. Security number for Gallery Treasurer

VILLAGE GALLERY OF ARTS, INC. 12505 N.W. Cornell Road, Portland, OR 97229 (503) 644-8001

Original copy (top-white): Gallery Treasurer Second copy (middle-yellow): Gallery binder Third copy (back-pink): Artist
(amended by Mary Braund August 2002)