



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 “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 display guidelines, and as described and listed by Consignor on the Artist Inventory Sheet, which is incorporated by reference into this Agreement. Delivery of works of art as listed on the Artist Inventory Sheet shall be made by Consignor, or on behalf of Consignor, on or prior to the date of exhibition as designated by Consignee.

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 Consignee. 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 for the acceptance, display and sale of each work, consignee may retain from the proceeds of sale a commission in the following percentages:

- Active, Student, or Lifetime Member at time of sale: 20%
- Participating Member at time of sale: 45%

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.

Consignor agrees that works of art are not in Consignee’s possession while being delivered to or removed from the Gallery by Consignor or Consignor’s agent. Consignee agrees to maintain a reasonable level of care in the handling and security of each work of art in Consignee’s possession but does not guarantee the works of art against loss or damage. Consignor is encouraged to insure his/her works of art which are in Consignee’s possession. If, within 6 months of the occurrence, Consignor documents and reports to an executive board member the loss or damage to his/her work of art along with proof that the loss or damage resulted from Consignee’s negligence, Consignee shall pay Consignor the stated sales price as listed on the Artist Inventory Sheet minus the appropriate commission based on membership type.

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 and delivered to the buyer, whichever comes first. In the event the work is sold, Consignee agrees to pay Consignor the proceeds of the sale minus Consignee’s commission, within 30 days after the close of the show/exhibit, when Consignor’s total sales are greater than \$10. Monthly Consignor sales totaling less than \$10 will be paid in the first subsequent month that the accumulated total exceeds \$10, but in no case more than 90 days after the close of the show/exhibit. 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. If the Consignor fails or neglects to remove any unsold works of art within the time allowed, Consignee shall be entitled to 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 work of art that has not been retrieved by Consignor according to the time frame outlined herein. The charges for care and storage shall be due and payable before the work is released to the Consignor.

5. Sale Totaling \$100 or More

Consignee agrees to collect the name and address of the purchaser of the work(s) and the date of purchase for any sale totaling \$100 or more for the same artist, as recorded in the VGA payment system at time of purchase and, upon demand, provide same to Consignor.

6. Display Permitted.

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

7. Commissions.

Any commissioned, custom, and personalized artworks are transactions best handled between the artist and client, and as such are outside the scope of this gallery.

SIGNATURE by Consignor

Electronic Signature will be obtained via this online form:

[VGA Consignment Agreement Signature Form](#)

If the above link does not work, copy/paste this URL into your browser: <https://forms.gle/2CRshpU7ZqaiHdp77>

Upon submission of the Signature Form, that denotes receipt by Village Gallery of Arts, Inc., at which time the Agreement is in effect.

VILLAGE GALLERY OF ARTS, INC. 1060 NW Saltzman Rd, Portland, OR 97229 (503) 644-8001