



SALT SPRING GALLERY CO-OPERATIVE

135 McPhillips Avenue
Salt Spring Island, BC V8K 2T6

EXHIBITION/CONSIGNMENT AGREEMENT

DATE: _____

Re: Exhibition of _____

Dear _____,

Following your meeting with the Jury Committee, we are pleased to confirm our agreement and arrangements with regard to showing your art work at the Salt Spring Gallery (The Gallery). Below you will find the reception and delivery details and a consignment agreement covering the details of the consignment of your artwork to the Gallery.

RECEPTION: A reception will be held for your show on _____, during this time _____.

- Advertising:** The Gallery will invite Elizabeth Nolan of the Driftwood to meet with you and to write an article for the Driftwood, or, if that is not possible, we will prepare a Press Release for you. We will add your Reception event to the "What's On" column of the Driftwood. We will put an announcement on the Community List about the Exhibition and Reception; and finally, we will send out a special edition of our Newsletter to our private mailing list of friends of the Gallery. We encourage you to also send out an announcement about your Exhibition to your own friends and contacts. The Gallery will prepare posters for distribution; for this, we will need ad copy and good quality images, **three (3) weeks prior** to show; and in a form that can be edited/formatted for the purpose of Gallery mail-out list, Facebook and website; this can be accomplished by sending an email, with separate elements included (text and images). It will be your responsibility to pay for and make distribute your poster around the island announcing the Exhibition and Reception. See the red "communications" for suggested locations. Please See "Poster Marketing" document for more detailed info.
- Food:** You may wish to provide finger food or ask your friends and connections to bring contributions. Our members will help with finger foods for the Reception.
- Beverages:** We have wine glasses available, and this is included in your rental. We do not have a coffee urn, but we do have an electric kettle for making tea. You may wish to provide wine and/or other beverages of your choice.
- Tables:** If you plan to offer food and beverages, we will provide one table and table cloth for this purpose. We will provide you with information about local rental of tables, etc. if required.
- Flowers:** You may wish to provide flowers and vases for the Gallery.
- Reception Set-Up:** You will be responsible for set-up and clean-up, but we will assist you and make the final decisions about the overall appearance of the Gallery.

7. **Room Rental:** Rental is available for One Hundred Twenty-five dollars (\$125.00) per week; minimum rental of two (2) weeks.

...page 2, continued

PAGE 2

IMPORTANT DATES:

_____ the Exhibition room of the Gallery will be available for set-up between 10 am and 4 pm. Gallery members will be available to assist.

_____ Reception from _____

_____ take down the Exhibition between 3:00 pm and 5:00 pm.

CONSIGNMENT AGREEMENT BETWEEN

_____ **(the Artist)**

AND

SALT SPRING GALLERY CO-OPERATIVE (The Gallery)

The Parties Agree as Follows:

1. You have appointed The Gallery as agent for the works of art ("the Artworks") consigned under this Agreement for the purposes of exhibition and sale.
2. You will consign to The Gallery, and The Gallery will accept on consignment, those Artworks listed on an attached Inventory Sheet which is a part of the Agreement. All Inventory Sheets shall be signed by the Artist and the Gallery. (Please complete an inventory and attach and return two (2) copies with this agreement, all signed by you).
3. **Warranty.** You hereby warrant that you created and possess unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. **Duration of Consignment.** The term of consignment for the Artworks is to commence on _____ and end on _____.
5. **Hanging of Artwork.** You will meet with the Gallery in advance to discuss and agree on the hanging of the show. You will hang the show and the Gallery will provide assistance. However, the Gallery will retain the overall right to make all final display decisions.
6. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in **the delivery of Artworks** to or from the Gallery are your responsibility.
7. **Packing and Shipping Charges on Artworks Sold.** You will be responsible for all arrangements and charges related to transportation of Artworks sold. At your request, the

Gallery will charge the buyer the amount you specify for packing and shipping. We will contact you if this becomes necessary.

...page 3, continued

PAGE 3

8. **Insurance.** The Gallery does not provide insurance coverage for the works of art therein. Any insurance coverage, other than liability insurance for the Gallery premises, will be your responsibility.
9. **Fiduciary Responsibilities.** Title to each of the Artworks remains with you until the Purchaser has paid the full amount owing for the Artworks; title then passes directly to the Purchaser. All proceeds from the sale of the Artworks shall be held in trust for you. The Gallery shall pay all amounts due to you before any proceeds or sales can be made available to creditors of the Gallery.
10. **Removal from Gallery.** The Gallery shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining your written permission.
11. **Rental Fee:** The parties agree that the Artist shall pay the sum of _____ for the use of the Exhibition room for the duration of the Consignment. This sum is due three (3) weeks before the beginning of the Consignment period.
12. **Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that the Gallery's commission is to be 30 per cent (30%) of the Retail Price of the Artwork. Any change in the Retail Price, or in the Gallery's commission, must be agreed to in advance by the Artist and the Gallery. Payment to the Artist shall be made by the Gallery within one (1) month from the end of the consignment period, and will deduct all commissions due for any/all artworks sold.
13. **Accounting.** A statement of accounts for all sales of the Artworks will be provided by the Gallery to you outlining the payment of all commissions due.
14. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by giving a one (1) week written notification of termination from either party to the other.
15. **Procedures for Modification.** Amendments to this Agreement must be signed by both the Artist and the Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written in it.

Signed: _____ (Artist)

Signed: _____ (Gallery)

DATE: _____