

## ***SHOW CONSIGNMENT AGREEMENT***

This Consignment Agreement (this "Agreement") is made effective as of \_\_\_\_\_ through \_\_\_\_\_ between Artist, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, and Three Rivers Women's Collective Gallery, of 109 North Allen, Farmington, New Mexico 87401.

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "Artist", and the other party who is receiving the right to sell the merchandise will be referred to as "TRWC".

The parties agree as follows:

**I. RIGHT TO SELL.** Artist owns Art Work ("Art"). In accordance with this Agreement, Artist grants TRWC an exclusive right to sell the Art under the terms of this Agreement. This exclusive right to sell only applies to the following described territory: TRWC Gallery. Artist agrees to deliver to TRWC, on consignment, the Art. TRWC agrees to devote its best efforts to the sale of the Art. All sales prices and terms of sale shall be determined by Artist.

**II. EXCLUSIVITY AND ETHICS.** Although TRWC does not ask for exclusivity of Artist's work to be sold in the gallery, pricing of artist's comparable work should be consistent where ever shown.

**III. PROCEEDS OF SALES.** TRWC will pay to Artist a portion of the sales proceeds which shall be calculated as follows: \_\_\_\_\_ percent of the proceeds from the sale of the Art. The amount determined in the previous sentence shall be paid to Artist at the end of the show.

**IV. RECORDS.** All Art consigned must be provided with an inventory list by the Artist. TRWC shall keep accurate records regarding the quantities of the Art that are sold. The Artist shall have the right to inspect such records from time to time after providing reasonable notice of such intent to TRWC.

**V. TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of Artist until sold. TRWC shall provide due diligence, but the Artist shall be responsible to provide insurance for all shortages, loss, or damage, while the merchandise is under the control of TRWC.

**VII. PHOTOGRAPHY.** All Art consigned is permissible by TRWC, or a Third-Party photographer to be photographed for purposes of advertising and records.

**VIII. ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

**IX. WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the Art by the other party or by any third party. In no event will TRWC be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Art.

**X. TRANSFER OF RIGHTS.** This Agreement shall not be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

**XI. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**XII. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XIII. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XIV. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

Consignor:  
Artist

By: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone number: \_\_\_\_\_  
Alternate number: \_\_\_\_\_  
e-mail: \_\_\_\_\_

Consignee:  
Three Rivers Women's Collective

By: \_\_\_\_\_  
\_\_\_\_\_

**Final Checklist for Consignment Agreement**  
**Consignor: Artist**  
**Consignee: Three Rivers Womens' Collective**  
**May 18, 2010**

**Make It Legal**

\_\_\_\_\_ The Consignment Agreement should be signed and dated by both Artist(Consignor) and Three Rivers Womens' Collective (Consignee). It is not necessary that the signatures be witnessed and notarized. The Agreement becomes effective as of the date indicated in the document.

**Copies**

\* Each party should retain a copy of the signed Agreement in a secure location.

**Check List**

- \_\_\_\_\_ Inventory List – Checked by both Artist and TRWC
- \_\_\_\_\_ Pricing and titles of art
- \_\_\_\_\_ Condition of art – Please note on the inventory form any damage to art when checked in
- \_\_\_\_\_ Condition of art – Please note on the inventory form any damage to art when returned to Artist.
- \_\_\_\_\_ Date of Show \_\_\_\_\_
- \_\_\_\_\_ Date of Reception \_\_\_\_\_
- \_\_\_\_\_ Date of Art Check-in \_\_\_\_\_
- \_\_\_\_\_ Date of Art Check-out \_\_\_\_\_
- \_\_\_\_\_ Contact for Artist about show \_\_\_\_\_

**Other Information**

- The document should be reviewed periodically to ensure that the parties are each complying with their respective obligations.

**Reasons to Update**

- \* Prepare a consignment agreement for different circumstances.
- \* Change a term or correct an error in the Agreement.