



Artist Consignment Agreement

Thanks for considering being part of our group of local artists showing their work in the Rockfish Valley Gallery and Gifts (RGG), which is adopted as a program of the Rockfish Valley Community Center (RVCC). The RGG mission is to support RVCC mission to provide cultural and social activities by providing local artists with a venue to display and sell original and unique curated works of art and to curate and offer thoughtfully crafted, one-of-a-kind artist-made gifts that celebrate creativity, inspire connection and enrich lives.

Artists

- Are not required to work in the RGG
- Will be required to pay a \$20 Monthly Display Fee.
- Will receive a 70% Commission on the sale of their items.
- After 12 months, Artist will need to sign another Artist Consignment Agreement.

Artist Information:

Name _____

Mailing Address _____

Phone Number _____ Email _____

The above named parties hereby enter into the following Agreement:

1. **Agency Purposes.** The Artist appoints the RGG as agent for the works of art (“the Artworks”) consigned under the Agreement, for the purposes of exhibition and sale. The RGG shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.
2. **Consignment.** The Artist hereby consigns to the RGG and the RGG accepts on consignment those Artworks listed in the Ovation system which will be supplied by the RGG once inventory has been entered.
3. **Duration of Consignment.** The Artist and the RGG agree that the initial term of consignment for the Artworks is to be **up to 12 months** from the date delivered to the RGG, unless otherwise agreed to in writing. After the initial 3 months, the RGG reserves the right to request that Artworks be removed or replaced with new Artworks based on sales performance.

4. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks and that their descriptions are true and accurate.

5. **Display.** All works submitted for display shall be display ready adhering to the requirements below. The RGG maintains sole control over the display, placement, lighting and labeling of the artwork under consignment.
 - a) A representation of the Artist work will need to be approved by a member of the Display, Curation and Artist Contact Committee (DCAC).
 - b) **Any changes in medium or subject matter will need to be reviewed and approved by the DCAC before it can be displayed.**
 - c) Art for hanging in the RGG shall be appropriate for the RGG's system of hanging to include wire or saw-toothed hanger.
 - d) If unframed works are submitted all edges shall be completed utilizing the medium used to create the work.
 - e) All matted works, unframed shall be protected by a plastic sleeve to prevent soil and or damage.
 - f) All cards shall be in cellophane sleeves to prevent soil and/or damage.
 - g) Each item displayed should be added to that Artist Inventory Form stored in the RGG office.
 - h) Each item to be displayed must have a legible tag (see example) that includes:
 - i. Name of the Artist
 - ii. Price of the item
 - iii. Any identifying information the Artist uses to track inventory.
 - i) The Artist is free to bring in business cards that can be given to customers who show interest in their work. The cards will be stored behind the register but cannot to displayed in the Gallery.

6. **Transportation Responsibilities.** Arrangements for, packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the RGG and in their return to the Artist shall be the responsibility of the Artist.

7. **Additional Provisions.** If anyone other than the Artist is to pick up works of art, written authorization from the artist must be presented by the person picking up the works. All responsibility for the safe transfer of the works remain with the Artist. Any additional provisions requested by the Artist must be listed below, and initialed by Artist and RGG.
 - a) _____
 - b) _____
 - c) _____

8. **Responsibility for Loss or Damage, Insurance Coverage.** The RGG shall not be responsible for the safekeeping of consigned Artworks while they are in its custody. Due to the RGG's inability to establish value of consigned Artwork for insurance purposes, the Artist shall be required to maintain insurance coverage at his or her discretion. The RGG assumes no liability for losses that may occur.

9. **Fiduciary Responsibilities.** Title to each of the Artworks remains with the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. The RGG

shall pay all amounts due the Artist before any sale proceeds are made available to creditors of the RGG.

10. **Pricing; RGG's Commission; Terms of Payment.** The RGG shall sell the Artworks only at the Retail Price specified by the Artist to **include** the RGG's commission. Any change in the Retail Price or in the RGG's commission must be agreed to in advance by the Artist and the RGG. Payment to the Artist shall be made on a monthly basis. Artist payouts of less than \$20 shall be accrued until that amount is reached or no later than three months. New and Returning Artist are to pay Display Fees three months in advance (\$60). Ongoing Monthly Display Fees are due in advance on the first of the month. A discount of two-months fees is awarded to those who pay the display fee 12 months in advance. If the artist is delinquent in paying the Display Fee, any amount owed will be subtracted from any Commissions due.
11. **Title to Artwork.** Title to each of the Artworks remains with the Artist until the Artwork is sold; title then passes directly to the purchaser. Title passes directly to the RGG for items not picked-up by the Artist within 5 business days following the end of the consignment period or other mutually agreed upon date.
12. **Removal from RGG.** The RGG shall not lend out, remove from the premises, or sell any of the Art works on approval without first obtaining written permission from the Artist.
13. **Promotion.** The RGG shall use its best efforts to promote the sale of the Artworks. The RGG agrees to provide adequate display of the Artworks and to undertake other promotional activities on the Artist's behalf. The RGG shall identify clearly all Artworks with the Artist's name and the Artist's name shall be included on the bill of sale of each of the Artworks.
14. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The RGG assumes the right to use images of artwork to publicize and promote the Artworks through social media, web page, print advertising and newsletters. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.
15. **Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by the RGG to the Artist monthly. The Artist shall have the right to inventory his or her Artworks in the RGG and to inspect any books and records pertaining to sales of the Artwork. Checks will be distributed on or about the 15th of the month following the end of each month. Artists are required to complete a W-9 form for the IRS income tax declaration.
16. **Termination of Agreement.** Notwithstanding any other provision of this agreement, the Agreement may be terminated at any time by either the RGG or the Artist by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled, and all unsold Artworks shall be collected by the Artist.
17. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and RGG and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.
18. **Miscellany.** This Agreement represents the entire agreement between the Artist and the RGG. If any part

of this agreement is held to be illegal, void, or unenforceable in relation to any other part: in such case, the document shall be construed as if such invalid or unenforceable provision had not been included. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the RGG, whether by operation of law or otherwise, without the prior written consent of the Artist.

19. **Choice of Law.** This Agreement shall be governed by the law of the State of Virginia.

20. **Recording of Agreement.** A copy of this agreement must be on file at the RGG before art is displayed. This only needs to be filed once unless changes to this agreement are made.

Signature of Artist	Signature of Authorized Representative of RVCC
Date	Date

Beginning Medium/Nature of Art _____

Please include a short biography with this contract.

Revision History

Date	Change
July 2024	<ul style="list-style-type: none"> • Separated agreements for Artist Volunteers and Artists Consignment Agreements • Updated Display Requirement
August 2024	<ul style="list-style-type: none"> • Updated Display Fees – New and returning Artist to pay 3 months in advance. Delinquent Displays Fees will be taken before any Commission is paid.
September 2025	<ul style="list-style-type: none"> • Change commission payments from quarterly to monthly
November 2025	<ul style="list-style-type: none"> • Added 12 month contract duration