

Artist Consignment Agreement

PO Box 333 Forest Grove, OR 97116

503-357-3703 - office@valleyart.org

Artist Liaison: Linda Allen - lindaworldart@yahoo.com



Artist Name _____ Artist Number _____

Name Used on Sales Tag _____

Medium _____

Address _____ (CSZ) _____

E-MAIL _____ Cell# _____ HmPh _____

VAA will not sell/lend/or use email for any purpose other than VAA business.

GENERAL POLICY

The Board of Trustees requires all persons (with the exception of bi-monthly featured artists) wishing to place artwork for sale become artist members of Valley Art at \$25.00 annually. Membership expires one year from the date of payment and becomes an annual fee for members and artists. **This will become an automatic withdrawal from the artist's sales earnings by the VAA (on annual date).**

Any artist, who wishes to submit artwork to sell in the Valley Art Gallery, must submit a cross-section of their artwork, market ready, to the VAA jury committee. The jury process may be arranged and explained by contacting the sales gallery or jury chairperson. Selection will take place upon examination of the actual artwork. (slides, photos, etc. are not accepted)

All artwork accepted by the jury committee must be "**Gallery Ready**".

Gallery ready means:

- **Original** artwork, clean/ready for installation.
- Each piece must be **labeled** with a printed/easily read sales tag, at least 1"x3/4" in size.
(Please see example on the right).
- The sales tag *must* indicate: **Title** (if applicable), **Artist Name** used for sales, **Item Number**, **Retail Price** and *must* be attached to an easily read location on each item. *See example on the right*. These tags are removed by the cashiers at time of sale and are a part of the Sales Record.
- **In addition, all 2D art** must have the **Title of the piece & the Artist's Name** on the back of the artwork.
- Art Display Criteria will be given and/or discussed by VAA staff with the artists before art is displayed in the Gallery.

| |
|---|
| TITLE if APPLICABLE |
| SMITH / NAME (artist's sales name) |
| 000-0209-01 (artist's #- mo. & yr- item #) |
| \$75 (price) |

PAYMENT AND COMMISSION

A 40% commission of the retail price of artwork will be collected by VAA when artwork is sold. Payment to the artist will be made within 15 days of the first day of the month following the sale. When the artist's commission is less than \$15.00, payment may be withheld until payment amount reaches \$15.00. In the event that VAA acts as an Agent in bringing together an artist and a customer for the commission of artwork - by giving the customer's name and address to the artist - VAA shall receive 10% of the commission price as a "finder's fee". The Gallery will not change the price of artwork unless an artist completes a price change form. The sale of any artwork shall be 100% of the retail price set by the artist as stated on the sales tag.

IDENTITY OF PURCHASER

In accordance with Oregon Law, ORS 359.200 to 359.240 (as amended) "Oregon Art Consignment Act", VAA shall provide, upon request by the artist, the name and address of the purchaser, date of purchase, and price paid for a piece of art \$100.00 or more. This notification will be sent to the address supplied by the artist to VAA.

LIABILITY

1. VAA may disclaim all liability for any piece, whether accepted, rejected, or in the sales area, by sending written notice to the last known address of the artist. VAA shall not be liable for any artwork after VAA has sent such written notice and 30 days have elapsed.
2. VAA shall be liable for the loss of or damage to the artwork while in the Gallery's possession when such loss or damage is caused by the negligence of VAA or its agents.
3. VAA agrees to reimburse the artist 60% of the retail price of any artwork where VAA is liable for loss or damage. **(as per provisions in ORS 359.210d)**

COPYRIGHT AGREEMENT – Valley Art Association will not be held legally responsible for artists who violate copyright laws.

All the artwork I bring to the gallery will be my own original work. As the artist, I will vouch for my artwork's originality. I hold exclusive rights, and have not violated copyrighted artwork to the best of my knowledge. Using parts of artwork protected by copyright involves risk. As the artist, I claim to have changed an image to meet the 80% rule and assume responsibility for said artwork.

Signature of Artist

Date

DURATION OF AGREEMENT

Featured Artists: This agreement shall commence upon the date of signing and shall continue until the end date of the Featured Artist Show. **Juried Artists:** This agreement shall commence upon date of signing and shall continue as long as the artist and Valley Art are in compliance with this agreement.

This agreement represents the entire agreement between both parties. There are no other representations, agreements or warranties other than those herein. Any modification of this Agreement must be in writing and signed by both parties. This Agreement is to be kept on permanent file.

This agreement shall be interpreted under the laws of Oregon and expressly incorporates the provisions of the Oregon Art Consignment Act, ORS 359/200 to 359.240 (as amended in 2011:c230)

VALLEY ART ASSOCIATION (VAA)

Artist Signature: _____ OfficeSignature: _____

Date: _____ Date: _____

LAY-AWAY

I would be agreeable to a 3 month time payment plan for selling any of my artwork priced over \$100. The Gallery will retain the art until paid in full. The amount due to the artist from each lay-away payment will be paid as usual at the end of each month.

Artist Signature: _____ Date: _____