

The Blue Rooster[®]

Artisan Bakery and Coffee Shop

CONTRACT FOR CONSIGNMENT OF ART WORK

The parties to this contract are Bruce Clark, sole proprietor of The Blue Rooster (*Shop*), and _____ (*Artist*). The Blue Rooster is located at 100 W. Walnut Street in Waterville, Washington. The mailing address is PO Box 194, Waterville, WA 98858.

The location and mailing address of *Artist* is as follows:

This is a contract authorizing the *Shop* to represent the *Artist* in the display and sale of certain artworks that the *Artist* has produced. This agreement is subject to the following terms and conditions:

- 1. Scope of Agency:** The *Artist* appoints the *Shop* to act as *Artist's* exclusive agent for sale of artwork consigned to *Shop* by the *Artist*. The *Shop* shall keep a record of all consigned works on a *Record of Consignment* conforming to Appendix A, which is appended to this contract. The *Shop* agrees to give the *Artist* a signed copy of this *Record of Consignment* upon acceptance of artwork on consignment.
- 2. Exhibition of Art:** The *Shop* agrees to exhibit the consigned artwork during the term of this contract. The *Shop* agrees to provide prospective buyers with what promotional pieces, biography, and portfolio(s) the *Artist* shall provide. The *Shop* shall consult the *Artist* regarding a plan to exhibit and promote consigned artwork and photographed artwork, provided the *Shop* shall have the final say on all such matters.
- 3. Duration of Contract:** This Contract shall have a term of _____ months. It may be terminated sooner by either party by giving 30 (thirty) days notice to the other party. The contract shall automatically terminate in the event of the death of either contract signer or if the *Shop* shall cease operating as a consignment gallery for any reason. *Shop* shall forward to the *Artist* any notice of contract termination to the *Artist's* last provided postal or email address.
- 4. Transporting of Artwork:** *Artist* shall be solely responsible for transporting artwork to the *Shop* gallery, or, at *Artist's* option, shipping the artwork to the *Shop*. The *Shop* shall not be responsible for damages occurring to artwork during transport to or from the *Shop* gallery. *Artist* shall pick up the artwork from the *Shop* gallery within 60 (sixty) days of the (e)mailing date of notice of contract termination. If *Artist* fails to pick up artwork within 60 (sixty) days of (e)mailing the notice of contract termination, artwork remaining at the *Shop* gallery after that date shall become the sole property of the *Shop*, subject to any copyrights which will be retained by *Artist* in accordance with paragraph 5 below.
- 5. Copyright:** At the direction of the *Artist*, *Shop* agrees to either affix copyright notice to consigned artwork or provide notice of copyright to purchaser of artwork at time of sale. *Shop's* responsibility for protecting against copyright infringement is limited to providing this notice at the direction of *Artist*, and *Artist* agrees to hold *Shop* harmless for any other act, error or omission involving a claim of copyright infringement.

