

Art Village Inc. Consignment Agreement

The Artist (name, address, and telephone number): _____

_____ and Art Village Inc. 929 Main St. Stevens Point, WI 54481, 715-345-9500 hereby enter into the following Agreement:

1. Agency; Purposes. The Artist appoints Art Village Inc. as agent for the works of art (“the Artworks”) consigned under this Agreement, for the purposes of exhibition and sale. Art Village Inc. 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 Art Village Inc., and Art Village Inc. accepts on consignment, those Artworks listed on the attached Inventory Sheet which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. All Inventory Sheets shall be signed by Artist and Art Village Inc.
3. Warranty. The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. Duration of Consignment. The Artist and Art Village Inc. agree that the initial term of consignment for the Artworks is to be two (2) months, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Artist requests the return of any or all of the Artworks or until Art Village Inc. requests that the Artist take back any or all of the Artworks, with which request the other party shall comply promptly.
5. Transportation Responsibilities. 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 Art Village Inc, and in their return to the Artist, shall be the responsibility of the artist.
6. The Artist agrees to keep the Work fully insured against fire and theft until delivery to the Purchaser. In the event of a loss caused by fire or theft, the Artist shall use the insurance proceeds to recommence the making of the Work.
7. Fiduciary Responsibilities. Title to each of the Artworks remains in 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. All proceeds from the sale of the Artworks shall be held in trust for the Artist. Art Village Inc. shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of Art Village Inc.
8. Notice of Consignment. Art Village Inc. shall give notice, by means of a clear and conspicuous sign in full public view, that certain works of art are being sold subject to a contract of consignment.
9. Removal from Gallery. Art Village Inc. shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.
10. Pricing; Gallery’s Commission; Terms of Payment. Art Village Inc. shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. Art Village Inc. and the Artist agree that Art Village Inc.’s commission is to be 30 percent of the Retail Price of the Artwork. Any change in the Retail Price, or in Art Village Inc.’s commission, must be agreed to in advance by the Artist and Art Village Inc. Payment to the Artist shall be made by Art Village Inc. within 15 days after the date of sale of any of the Artworks. Art Village Inc assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.
11. Promotion. Art Village Inc. shall use its best efforts to promote the sale of the Artworks. Art Village Inc. agrees to provide adequate display of the Artworks and to undertake other promotional activities on the Artist’s behalf, as follows:

_____ Art Village Inc. and the Artist shall agree in advance on the division of artistic control and of financial responsibility for

expenses incurred in Art Village Inc.'s exhibitions and other promotional activities undertaken on the Artist's behalf. Art Village Inc. 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.

12. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Art Village Inc. may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. Art Village Inc. shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist."

13. **Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by Art Village Inc. to the Artist on a regular basis.. The Artist shall have the right to inventory his or her Artworks in Art Village and to inspect any books and records pertaining to sales of the Artworks.

14. **Additional Provisions.**

15. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Art Village Inc. 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 returned by Art Village Inc.

16. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and Art Village Inc. and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written on it.

17. **Miscellany.** This Agreement represents the entire agreement between the Artist and Art Village Inc. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. 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 Art Village Inc., whether by operation of law or otherwise, without the prior written consent of the Artist.

18. **Choice of Law.** This Agreement shall be governed by the law of the State of Wisconsin .

(Signature of Artist)

(Signature of authorized representative Art Village Inc.)

Date

Date