

Professional Guidelines: CONSIGNMENT CONTRACT

(for commercial exhibitions)

INTRODUCTION

This document addresses the issues involved with exhibitions whose main intent is the sale and showcasing of artwork/products for primarily commercial purposes.

The **Professional Guidelines Exhibition Contract** (for commercial exhibitions) is designed to offer Artist/Business/Sole Proprietor the means to clearly define each party's responsibilities and to foster open communication.

The Artist/Business/Sole Proprietor should value these exhibitions as important promotional opportunities. Ideally, such exhibitions generate sales and provide broad exposure to the community.

Artist/Business/Sole Proprietor should consider all exhibitions as opportunities to gain exposure for their work and should always conduct themselves in a professional manner. Toward this end, a thorough and well-worded contract is the most important method for an Artist/Business/Sole Proprietor or exhibition organizer to delineate responsibility and to ensure the safety of the work.

This contract will clearly define the rights, expectations and obligations of both the Artist/Business/Sole Proprietor and the Exhibition Sponsor to maximise transparency and ensure a successful collaboration.

It is in the interest of both parties to discuss all the issues presented here. Both the sponsor and the Artist/Business/Sole Proprietor can use a contract as a checklist or as a guideline for discussion. If the contractual relationship between the sponsor and the Artist/Business/Sole Proprietor involves specific arrangements that require additions or deletions, both parties should initial the edits (or changes) to the contract. In addition, amendments that arise after the original contract has been signed should also be put in writing and signed by both parties.

This contract and any other that you use should be pursued in the spirit of professional cooperation to clarify specific issues and communicate mutual understandings about the relationship.

PHOTOGRAPHIC MATERIALS.

All photographic materials should be labeled with the Artist/Business/Sole Proprietor's name, date of the Artwork/Products, a brief description of materials, and a Photo Credit for the photographer.

SHIPPING

Shipping is a very complex issue, unfortunately, with no established protocols. Situations vary and a lot of problems for both the Exhibition Sponsor and the Artist/Business/Sole Proprietor may arise regarding shipping issues. Therefore, where possible the Artist/Business/Sole Proprietor are responsible for delivering and collecting all Artwork/Products to and from the receiving address of the Exhibition Sponsor unless previously discussed with the Exhibition Sponsor in which case, please see Shipping Section outlined in the contract below. Make sure to clearly state your preferred shipping method (shipper) in the contract and in related correspondence.

Use the **Condition Report** in the **Professional Guidelines** to document the condition of the art or craft at every venue.

Condition Report

Artists should fill out the Condition Report before shipping or bringing their work into the store. Fill out the Condition Report form *in detail* noting any wear, blemishes, scratches, fading, tears, cracks. Photographs of the front and back can serve as the best reference to show if any condition problems may or may not exist along with the written description.

Keep one copy of the **Condition Report** for your records. Return a separate copy of the **Condition Report** with the work.

Adapting the EXHIBITION CONTRACT

This contract is designed to offer several alternatives – listed as “OPTIONS”-- that can be applied to specific (and varying) exhibition situations. When adapting this **Exhibition Contract** to each exhibition, you should delete all of the Options except the one alternative that applies to the particular exhibition. This will shorten the contract and reduce any possibility that the multiple options may cause confusion.

Usually the Exhibition Sponsor sends two signed copies to the artist. Artist should sign and date both copies. Artist keeps one copy and returns one signed copy to the Exhibition Sponsor.

CONSIGNMENT CONTRACT

(for commercial exhibitions)

This agreement is between Chantelle's Coffee Garden (the "Exhibition Sponsor") and _____ (the "Artist/Business/Sole Proprietor").

Whereas the Artist/Business/Sole Proprietor has created and owns the artwork(s) (the "Artwork/Products") listed in the attached List of Items and desires to exhibit the same; and whereas the Exhibition Sponsor desires to exhibit the Artwork/Products in the Exhibition; the parties agree as follows:

I GENERAL INFORMATION

A Exhibition Sponsor: Chantelle's Coffee Garden

B Exhibition Location: St Francis Drive,
Moranbah, Queensland 4744, Australia

C Exhibition Dates

Work received date:

Opening date:

Closing date:

Exhibition Dates shall not be modified without prior written agreement of the Artist/Business/Sole Proprietor.

D Exhibition Sponsor Liaison or Representative:

Name

_____ Title _____

Email: _____ Phone: (07) 49 417 488

E Artist/Business (& Contact)/Sole Proprietor:

_____ Phone: _____

Address:

City: _____ **State** _____ **P/C** _____

Email:

Web Site:

- F Artwork/Products to be exhibited by the Artist/Business/Sole Proprietor** is itemized in the List attached. All Artwork/Products shall be marked with the Artist/Business/Sole Proprietor's name and numbered with a number corresponding to the itemized List. A condition report for each item will be included. All wall mounted work, paintings and prints must be framed, wired or matted ready for installation. Objects, sculpture and jewelry must be ready for installation. Any special mounts or installation instructions should be put in writing and discussed in advance with the Exhibition Sponsor. *It is the responsibility of the Artist/Business/Sole Proprietor to provide specific display materials, including illustrations, directions or pictures of the specific installation instructions.*
- G The Exhibition Sponsor will not be responsible for any theft or damage to the items.** However, the in-store theft and damage policy will be applied in full force to any theft or damage that is witnessed by staff. That is to say that the customer will be responsible to pay the full cost of the work or goods if they are seen to take or damage an item.
- H The Exhibition Sponsor may photograph** work in the Exhibition for the catalog, education, publicity or display purposes or to report damage or other such findings to the Artist/Business/Sole Proprietor immediately.
- I Display** If the artwork/product has any specific display requirements, inform the Exhibition Sponsor well in advance. If the Artist/Business/Sole Proprietor would like to take responsibility for the design of the display so that it reflects the same thought, care and craftsmanship as their work, the Artist/Business/Sole Proprietor are most welcome to do so. Try to plan the display or installation to be as uncomplicated for the Artist/Business/Sole Proprietor and the staff to install as possible, and include detailed instructions for the display. The Artist/Business/Sole Proprietor will be responsible for helping to assist the Exhibition Sponsor in the setting up the display, however, the Exhibition Sponsor will enthusiastically assist the Artist/Business/Sole Proprietor with designing the display if need be. The Artist/Business/Sole Proprietor, with the permission of the Exhibition Sponsor is welcome to compliment the work/products with products and art that is already on the premises.

II SHIPPING [OPTIONAL]

- A Delivery of Artwork/Products:** Artwork/Products will be delivered or shipped to the Exhibition as follows:

Receiving address HIGH COUNTRY ENTERPRISES, 19 Bacon St, Moranbah, 4744
via (shipping agent) (example Followmont) _____
to arrive between (dates) _____ and _____ before the
Exhibition.

B Shipping crates, boxes, and packing materials are the responsibility of the Artist/Business/Sole Proprietor. The shipping container, boxes and packing materials should be designed so that it can be reused for return shipping.

If the Artist/Business/Sole Proprietor or Exhibition Sponsor has special packing and shipping requirements, these should be communicated in writing sufficiently in advance.

C Packing and shipping charges, shipping insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery and return of the Artwork/Products (*Select Option 1, 2, or 3*):

Option 1

- a. From the Artist/Business/Sole Proprietor to the Exhibition Sponsor shall be borne by the Artist
- b. From the Exhibition Sponsor to the Artist/Business/Sole Proprietor shall be borne by the Exhibition Sponsor.

Option 2

The Exhibition Sponsor will cover up to (dollar amount) _____ towards the cost of shipping:

- a. From the Artist/Business/Sole Proprietor to Exhibition Sponsor shall be borne by the Exhibition Sponsor
- b. From the Exhibition Sponsor to the Artist/Business/Sole Proprietor shall be borne by the Exhibition Sponsor.

Option 3

The Exhibition Sponsor will cover all expenses for the cost of shipping:

- a. From the Artist/Business/Sole Proprietor to Exhibition Sponsor shall be borne by the Exhibition Sponsor
- b. From the Exhibition Sponsor to the Artist/Business/Sole Proprietor shall be borne by the Exhibition Sponsor.

D Return of Artwork At the conclusion of the Exhibition, Artwork/Products will be repacked in the original packing materials and shipped no later than (date)_____ to the Artist/Business/Sole Proprietor address specified in Section 1,F. above.

If shipment of the Artwork/Products to the Artist/Business/Sole Proprietor's address (or an alternate address if agreed to by both the Artist and the Exhibition Sponsor) fails to be delivered despite all reasonable efforts by the Exhibition Sponsor, and no alternate address or instructions are provided by the Artist/Business/Sole Proprietor, then the Exhibition Sponsor will place the Artwork in storage at the Artist's

risk and expense. If the Artist does not provide alternate instructions to the Exhibition Sponsor within one year after the Artwork is placed in storage, then the Exhibition Sponsor may dispose of the Artwork in any manner at their sole discretion including sale of the Artwork, and all proceeds, if any, shall be retained by the Exhibition Sponsor.

III CONDITION REPORT A copy of the Conditions Report(s) attached and filled out by the Artist/Business/Sole Proprietor will accompany the Artwork or Products. Exhibition Sponsor agrees to make an entry on the Condition Report for each Artwork/Product upon arrival to and at the close of the Exhibition before the work is returned.

If, at any time, the condition of the Artwork differs from the condition reported by the Artist/Business/Sole Proprietor on the Condition Report, the Exhibition Sponsor will document the current condition of the Artwork and will notify the Artist/Business/Sole Proprietor of the change in condition immediately.

The Artist certifies that the Artwork is in such condition as to withstand the ordinary stress and strains of packing, transportation, and display. The Artist/Business/Sole Proprietor shall be responsible for all repairs to Artwork/Products necessitated by their faulty workmanship.

Any loss or damage that occurs on the Exhibition premises will be reported within one week of the occurrence to the Artist. A written description of the loss or damage, with photographs and a statement of how it occurred must be sent by the Exhibition Sponsor to the Artist.

Artist should have control over any repairs. No alteration, repair or restoration of the Artwork/Products may be undertaken without written authorization from the Artist/Business/Sole Proprietor. If restoration/repair is suggested by the Exhibition Sponsor, the Artist/Business/Sole Proprietor may choose to repair the item themselves.

When the Artwork/Product is returned to the Artist/Business/Sole Proprietor, a copy of the Condition Report will be included in the shipping box. Upon delivery to the Artist/Business/Sole Proprietor, the Artist/Business/Sole Proprietor shall sign the **LOAN RETURN** section (at the bottom of the Condition Report) and mail it to the Exhibition Sponsor within thirty (30) days; otherwise the Exhibition Sponsor will consider that the condition of the Artwork/Products is acceptable to the Artist/Business/Sole Proprietor and that the Artist/Business/Sole Proprietor has no claims for loss or damage.

IV PHOTOGRAPHY

Photographic Materials should be labeled in the following manner regardless of media.

Artists Name Title of Artwork © Date Year Completed
Dimensions: height x width x depth

Advance Publicity

The Artist shall provide at least **one** professional quality photographic image **one month** for advance publicity.

Visitors will be prohibited from photographing the Artwork while on exhibit at the Exhibition.

V REPRODUCTION The Artist reserves all copyrights to the reproduction of the Artwork except as agreed to in writing. The Exhibition Sponsor may arrange to have the Artwork photographed to publicize and promote the Artwork through means to be agreed by both parties. In every such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

VI PROMOTION The Exhibition Sponsor shall use its best efforts to promote and display the Artwork/Products in an appropriate and professional manner. The Exhibition Sponsor shall clearly identify the Artist/Business/Sole Proprietor's name with all Artwork/Products and shall include the Artist/Business/Sole Proprietor's name on all publicity images and text for any Artwork/Products exhibited.

Publicity The Exhibition Sponsor will publicize the event in the following manner:

_If the Artist would like a press release sent to local newspapers Artist/Business/Sole Proprietor are responsible for and have permission to do so from the Exhibition Sponsor.

One Week (7) days prior to the opening of the Exhibition Artist will provide a digital and/or printed copy of the following materials:

One paragraph biography

Description of the Artist/Business/Sole Proprietor's work/products to be displayed

Images of at least one work planned to be displayed.

In addition, where appropriate please forward any previous articles or publicity about the Artwork/Products or to the Exhibition Sponsor in developing press materials.

1 days prior to the opening of the Exhibition or earlier, Artist will provide information for labeling each Artwork/Product to be included in the Exhibition including Artist's name, Title of Artwork/Name of Product, © Year, Medium, Dimensions: height x width x depth and any description or explanation to be included on the label.

VII DISPLAY

Artwork will be displayed in a secure environment.

Staff will reasonably monitor the exhibition space.

No photography will be allowed by visitors of the Exhibition.

VII SALE OF ARTWORK

A price list will be available during the Exhibition. All proceeds and responsibilities for payment will be one of the following options:

The Exhibition Sponsor shall sell the Artworks/Products only at the retail price specified on the List of Artwork/Products attached as part of this Exhibition Contract. The Exhibition Sponsor and the Artist/Business/Sole Proprietor agree that the Exhibition Sponsor's commission is to be _____ percent of the retail price of the Artwork/Products. The Exhibition Sponsor and the Artist/Business/Sole Proprietor agree that any referrals generated throughout the exhibition by the Exhibition Sponsor on behalf of the Artist/Business/Sole Proprietor will include a referral fee paid to the Exhibition Sponsor of _____ percent of the retail price of the Artwork/Products.

The Exhibition Sponsor agrees to pay the Artist/Business/Sole Proprietor within thirty (30) days of end of Exhibition or in return on a referral basis.

Discounts No discounts will be offered for the sale of Artwork/Products.

IX EXCLUSIVE The Exhibition Sponsor will be the only representative for the Artist/Business/Sole Proprietor within the Moranbah area, for extent of the Exhibit.

X COPYRIGHT The Exhibition Sponsor shall take all reasonable steps to assure that the Artist/Business/Sole Proprietor's copyright for Artwork/Products are protected.

XI TERM OF CONTRACT The term of this contract is from month, _____ day, year to month, _____ day, _____ year . The Artist/Business/Sole Proprietor will not ask for return of the Artwork/Products prior to the Exhibition closing date unless the Exhibition Sponsor breaches this contract (in which case Artist/Business/Sole Proprietor shall mail a termination notice to the Exhibition Sponsor). Within thirty days after delivery of the termination notice, all amounts due to either party shall be settled and all Artwork/Products shall be returned to the Artist/Business/Sole Proprietor at the Exhibition Sponsor's expense.

This contract shall expire ninety (90) days after the return delivery of the Artwork/Products to the Artist/Business/Sole Proprietor. However, any claims against the Exhibition Sponsor for restoration or repairs shall survive until cured and any claims against the Artist/Business/Sole Proprietor for sales commissions shall survive until settled.

XII MISCELLANEOUS All modifications, deletions or additions to this agreement must be in writing and signed by both parties and attached to this document. This agreement constitutes the entire agreement between the parties hereto.

XIII GOVERNING LAW This agreement shall be governed by and in accordance with the laws of the State of Queensland.

IN WITNESS WHEREOF, the parties agree as of the date below.

ARTIST/BUSINESS/SOLE PROPRIETOR

Signature _____

Artist/Business Contact/Sole Proprietor: Name _____(print)

Company Name (if any): _____

Title _____

Date _____

EXHIBITION SPONSOR

Signature _____

Title _____

Exhibition Sponsor Contact: _____(print)

Exhibition Sponsor: Chantelle's Coffee Garden

Date _____

LIST OF INVENTORY ON CONSIGNMENT

This is to acknowledge receipt of the following artworks on consignment. Artist should list the retail price for the convenience of the exhibition Sponsor and to avoid any misunderstandings.

Artist/Business /Sole Proprietor Name _____
Address _____
City _____ State _____ Zip _____
Phone _____
Email _____
Website _____

(Start with Item Number #1 if you are sending more than one artwork/product to the exhibition.)

Item #	Title	Retail Price	Materials	Dimensions (ht x w x d):

Chantelle's Coffee Garden acknowledges receipt of artwork/products listed.

Authorized Signature

Title _____ Date _____

OVERVIEW

CONDITION REPORTS Filling out a Condition Report takes a little extra time but is a necessary investment. It is a step in making sure that your work is handled in a professional manner by all parties involved. It is also effective documentation for the condition of your work before it leaves each location starting at your studio, when it arrives at the exhibition location and before it is packed to be shipped at every exhibition venue and finally returning to the Artist's studio or to the Collector who purchased it.

INVENTORY RECORDS: Documentation and Provenance Remember, the Artist owns the work which is "on loan" to the Exhibition. The investment of time, materials and overhead makes it just as much the Artist's responsibility as the *Exhibition Sponsor's* to keep track of work on loan during the Exhibition and after the closing of the Exhibition. Keeping good records of work on loan is critical to an Artist's success.

COPYRIGHT Artists always retain the copyright to all Artwork even after it is sold (unless there is another contract, which states that the copyright has been purchased or shared). Artists should mark all Artwork and visual materials with the © symbol, Artist's name and the year the work was completed, if possible. In addition, it may be appropriate to identify the object as one-of-a-kind, a limited edition, or an unlimited edition.

TERM OF CONTRACT The term of the contract may begin long before the Exhibition itself, but usually terminates at the close of the Exhibition. The contract may be terminated at any time for breach of contract.

CONSIGNMENT Most galleries do not purchase work outright. Instead, they accept the work "on consignment." In effect, they borrow work from an artist for display in the gallery, and then pay the artist only when it sells. A consignment arrangement is complicated and misunderstandings and difficulties can arise if the parties have not been clear about the terms of the arrangement from the beginning.

ACCOUNTING It is sound business practice for both the artist and the gallery to compare the List of Inventory regularly. Remember, work on consignment is owned by the artist. The investment of time, materials and overhead makes it just as much the artist's responsibility as the gallery's to account for inventory.