

Galloway Station Museum & Travel Centre

CONSIGNMENT AGREEMENT

Artist:

Name: _____

Address: _____

Phone: _____

Email: _____

and

The Galloway Station Museum & Travel Centre:

223-55th Street
Edson, Alberta T7E 1L5
780-723-5696

hereby enter into the following Agreement:

1) Purposes. The Artist appoints Galloway Station Museum & Travel Centre as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition and sale. The Museum shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to works consigned under this Agreement and does not make the Museum a general agent for any other works.

2) Consignment. The Artist hereby consigns to the Museum, and the Museum 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 the Artist and a Museum Representative.

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) 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 the Museum are the responsibility of the Artist.

5) Responsibility for Loss or Damage, Insurance Coverage. The Museum shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. The Museum shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the

Artworks), to the full amount the Artist would have received from the Museum if the Artworks had been sold. The Museum shall provide the Artist with all relevant information about its insurance coverage for the Artworks if the Artist requests this information.

6) 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. The Museum shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of the Museum.

7) Removal from Gallery. The Museum shall not lend out or remove from the premises any of the Artworks, without first obtaining written permission from the Artist.

8) Pricing; Gallery's Commission; Terms of Payment. The Museum shall sell the Artworks at the price specified on the Inventory Sheet with the addition of the Museum Commission. The Museum and the Artist agree that the Museum's commission is to be **20 percent** and will be added to the price of the Artwork. GST will also be added to the 20 percent Museum Commission and charged to the customer. Any change in the price, or in the Museum's commission, must be agreed to in advance by the Artist and the Museum. The Museum assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.

9) Promotion. The Museum shall use its best efforts to promote the sale of the Artworks. The Museum agrees to provide adequate display of the Artworks. The Artist is encouraged to supply a short biography and photo.

10) Reproduction. The Artist reserves all rights to the reproduction of the Artworks. The Museum will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

11) Procedures for Modification. Amendments to this Agreement must be signed by both Artist and a Museum Representative and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

I agree with the terms of commission,

Artist

Signature _____

Date _____

Museum Representative

Signature _____

Date _____

Consignment Agreement Artworks List

Title	Description	Artist Price
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Artist _____ Date _____

Galloway Station Museum
Representative _____ Date _____