

CREATIVE HANDS GALLERY CONSIGNMENT CONTRACT

The Creative Hands Gallery, a Massachusetts corporation having its principal place of business at 812 Main Street, Unit 2, Osterville, MA 02655 (the consignee) is pleased to enter into a contract with

_____ (the consignor), having its principal place of business at:

(consignor's address)

Consignor e-mail: _____

Consignor telephone: _____

Consignor Fax _____

The consignor is supplying merchandise, as detailed in the attached Schedule of Consigned Merchandise, to be sold on a consignment basis in the Creative Hands Gallery.

Scope of Agency:

This gallery will be spending significant money for marketing and advertising the work of all its Artists. Therefore, we ask that your work not be available for sale elsewhere in the village of Osterville and any other surrounding towns within a 20 mile radius without special written permission of this Gallery. All private sales must be made at fair gallery prices.

Payment Terms:

The retail price is set by the consignor and is indicated in the Schedule of Consigned Merchandise. The commission is to be paid to the consignor within 30 days after the end of the month in which each item is sold. The payment amount is fifty percent (50%) of the retail price as indicated in the Schedule of Consigned Merchandise.

Shipping Terms:

FOB Destination –The consignor is responsible to pack, insure and ship merchandise to consignee and is responsible for the merchandise until the consignee takes possession. If merchandise is physically picked up by consignee or delivered to the consignee's physical address, then the consignee takes responsibility for the merchandise at the time of pick-up or delivery.

Warranty:

The consignor hereby warrants that he/she created and possesses unencumbered title to the merchandise, and that descriptions are true and accurate.

Responsibilities for Loss or Damage: Insurance Coverage:

The gallery shall be responsible for the safekeeping of all works of art it has accepted on consignment while these works are in its custody. The gallery shall be strictly liable to the artist for their loss or damage (except for damage resulting from flaws inherent in the works), to the amount which the artist would receive for the sale of the work (the value) noted on the inventory sheet. The gallery shall provide the artist with all relevant information about its insurance coverage for consigned works of art if the artist requests this information.

Fiduciary Responsibilities:

Title to the merchandise remains with the consignor until the consignor has been paid the full amount owed to him or her for the merchandise; title then passes directly to the purchaser. All proceeds from the sale of the merchandise shall be paid the consignor before any proceeds of sales can be made available to creditors of the Creative Hands Gallery.

Removal from Gallery:

The Gallery shall not lend out, remove from the premises or sell on approval without first obtaining written permission from the consignor.

Unsold Work:

The consignor agrees to allow the consignee to display merchandise for sale for a period of three months from the date merchandise is received by the consignee. If there is unsold merchandise at the end of the three month period, the consignor or consignee may end the terms of this contract with written notice via Certified Mail to the addresses as specified in this contract.

Shipping of Unsold Work:

If the consignor ends the contract, merchandise will be returned to the consignor at the consignor's expense. If the consignee ends the contract, merchandise will be returned to the consignor at the consignee's expense.

Shipping terms will be FOB Shipping Point and the consignee will be responsible for packing, insuring and shipping the merchandise until the consignor takes possession.

Termination of the Contract (if the Consignor cannot be reached):

In the event that this contract is terminated by the consignee and the consignor cannot be reached via Certified Mail within a three month period, the merchandise will become the property of Creative Hands Gallery.

Special Instructions for Display:

The consignor will provide any specific instructions necessary for display and appropriate hardware if applicable.

Photographing Work:

Creative Hands Gallery reserves the right to photograph merchandise for promotional materials. In every instance of such use, the consignor shall be acknowledged as the creator and copyright owner of the merchandise.

Procedures for Modification:

Amendments to this Agreement must be signed by both consignor and the Owner of the Creative Hands Gallery and attached to the Inventory of Consigned Goods.

Miscellany:

This Agreement represents the entire agreement between the consignor and the consignee. 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 the consignee, whether by operation of law or otherwise, without the prior written consent of the consignor.

Governing Law:

This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

Consignor Name – Please print

James Irvine for Creative Hands Gallery

Consignor Signature

Consignee Signature

Date: _____

Date: _____

Creative Hands Gallery: Inventory of Consigned Merchandise Received

Note: Delivery of Consigned Merchandise to the Creative Hands Gallery indicates acceptance of the provisions of the Consignment Contract, which is attached. Any modifications of that agreement must be in writing, attached to this schedule, and initialed by both the consignor and the consignee.

	Item Description	Quantity	Retail Value	Total Value
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
	Totals			

I have read, understand, and agree to the conditions contained in the Creative Hands Gallery Consignment Contract.

Consignor Name – Please print

Consignor Signature

Date