



# NORTHVILLE ART HOUSE ARTIST CONSIGNMENT AGREEMENT

The **Northville Art House** is a non-profit 501(c)3 organization with the mission to cultivate the Arts through creative experiences and educational programs in the community.

## TERMS AND CONDITIONS GOVERNING THE ARTIST CONSIGNMENT AGREEMENT

### Scope of Agency

The Artist appoints the Northville Art House to act as the agent for the sale of all accepted artwork during a six-month sales period, regardless of other gallery affiliation.

### Title

The Artist warrants that the Artist has created, and has unencumbered title to, all artwork consigned hereunder.

### Receipt of Artwork

Northville Art House receives the artwork listed on the *Store Inventory Sheet*, solely for the purpose of examining them at its earliest convenience and deciding whether the artwork will be offered for sale.

### Period of Sale

Artwork accepted for sale will be held for a renewable six-month sales period listed and agreed upon on *Page 2*.

### Renewal and Return of Artwork

Artwork accepted for sale cannot be removed prior to the end of sales period. At period end, artwork can be updated and/or renewed for six-months or be picked up. On the 31<sup>st</sup> day after notice of sales period end, the Northville Art House reserves the right to treat the artwork as a donation and will submit an acknowledgement of such donation.

### Transportation and Shipment

The Artist coordinates transportation and bears the cost of packing and shipping. If artwork must be returned by mail, Artist must prepay all shipping charges.

### Reproduction Rights

The Artist reserves all rights of reproduction of consigned artwork. Northville Art House may publish photographs of all artworks for promotion, education purposes, and/or online sale of the artwork.

### Sale Prices

Prices for artwork consigned hereunder are set forth by the Artist. The Artist is responsible for completing the *Store Inventory Sheet* listing all artwork to be sold including title, medium, size, and retail price.

### Sales Tax

The Artist is responsible for all sales tax related to the sale of the artwork

### Commission

Northville Art House shall receive a commission of 35% of the sale price on artwork sold during the sales period.

### Records

Northville Art House shall keep proper records of transactions regarding the artwork, and such records shall be available for Artist's review upon request.

### Payment

Payment on all sales shall be made to the Artist within sixty (60) days after the date in which the proceeds of the sale are received. The Northville Art House requests an IRS Form W-9 to be completed for payment.

### Care and Preservation of Artwork

Northville Art House will, with respect to the artwork entrusted to it for sale, exercise the same level of professional care and protection as are now in force, or may hereafter be put in force, for the safekeeping and preservation of the Northville Art House property itself.

Northville Art House will report any damage or other findings to the Artist/Owner. Northville Art House will not clean, restore, reframe, or otherwise alter the work without the written consent of the Artist.

### Liability

Northville Art House is acting solely as a representative of the Artist/Owner, and neither it nor its members shall be liable for loss or damage to artwork or related materials, storage crates, personal belongings, or other related items on the premises (or exhibited elsewhere within the sole discretion and under the control of the Northville Art House) due to theft, loss, fire, or destruction of any kind other than those caused by the Northville Art House's negligence.

### Insurance

Northville Art House may at its option maintain insurance coverage for or on any artwork as it deems appropriate, but it shall have no obligation to do so. The Artist is responsible for the proper insurance coverage during the period of transportation and sales period.

### Binding Effect; Modification

The rights and obligations of the Northville Art House and the Artist shall be binding to the benefit of their respective heirs, representatives, successors, and assigns. Any change in this agreement must be in writing. This Agreement constitutes the entire understanding between the parties hereto. This Agreement shall be governed by and in accordance with the laws of the State of Michigan.