



## OREGON SOCIETY OF ARTISTS ARTWORK CONSIGNMENT FORM

This document sets forth the terms and conditions under which (please print clearly):

Name: \_\_\_\_\_ hereinafter known as "Artist"  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

shall be allowed to display the entitled art work(s), totaling in value \$ \_\_\_\_\_ (as outlined by the artist in exhibit A), at the Oregon Society of Artists, hereinafter known as "OSA" , for the period of consignment \_\_\_\_\_ , through \_\_\_\_\_ , at the following location (Exhibition Location) and/or online at OSA's gallery website osagallery.org:

Exhibit Location: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This agreement is made between OSA and the Artist, who, by signing below, expressly agrees to and accepts the following:

Whereas, certain fine arts are solely owned by the artist and the artist desires to participate in consignment at OSA and desires that OSA publicly exhibit said fine arts at its exhibit location stated above at no cost to OSA (other than costs for installation that OSA expressly agrees to undertake below); and, Whereas OSA desires to exhibit such works at the exhibit location, subject to the following terms and conditions:

### NOW THEREFORE, BOTH THE ARTIST AND OSA AGREE AS FOLLOWS:

#### 1 . DEFINITIONS

- a. "Agreement" means this Contract and Exhibit Agreement and all exhibits and attached references.
- b. "Fine Arts" or "Work(s)" means those materials and items identified in Exhibit A, which materials include but are not limited to works of art, paintings, sketches, prints, and other items of financial significance to the Artist.

- 2. **PERIOD OF CONSIGNMENT.** The period of consignment of the Work(s) is set forth above, which includes the expected exhibition period along with the time needed to install and de-install the Work(s) on consignment. This agreement will terminate on the last day of the period of consignment unless terminated earlier or extended by both the Artist and OSA in writing and in accordance with this agreement.
- 3. **EXHIBITION PERIOD.** Artist agrees that the entitled Works(s) shall remain on display in the OSA building, or the specified Exhibit Location until the end of the exhibition period. The last day of the exhibition shall be \_\_\_\_\_, \_\_\_\_\_, and the Artist shall pick up said Work(s) during the pick-up days designated by OSA. OSA charges a storage fee of \$10.00 for work that is not collected at the end of the Exhibition Period. OSA reserves the right to cancel or move the date(s) of the Exhibition Period set forth above. Should this occur, OSA agrees to work with the Artist to determine if there is another opportunity to display the Work(s) at a different time. At that time, OSA will designate new pick-up days for the work and inform the Artist of any and all changes.
- 4. **RIGHT TO SELL.** The Artist owns the Work(s) and in accordance with this agreement, the Artist grants OSA the exclusive right to sell the Work(s) on consignment for the period of consignment outlined above with exception of Work(s) explicitly noted as "Not for Sale"



4. (NFS)under Exhibit A. Consigned Work(s) shall remain the property of the Artist until sold.
5. **PROCEEDS OF SALE(S).** The Artist agrees that a portion of the sales, which shall be calculated as follows: 30% (30 percent), will be retained by OSA in the event that the Work(s) is/are sold while on exhibit at OSA. The Artist shall be paid 70% (70 percent) of the sale amount. The Artist shall be paid within 30 days of the sale of the Work(s) in accordance with Oregon Law.
6. **ONLINE EXHIBITION.** Photos of Work(s) provided by the Artist for the purpose of display on the OSA gallery website must accurately reflect the Work(s) and follow OSA's photo guidelines. Photos not meeting these guidelines will not be displayed on the OSA gallery website. Artwork must not be modified or changed by the Artist during the online exhibition period. If the exhibit is taking place entirely online, the Artist agrees to take complete responsibility for arranging delivery of sold Work(s) to the buyer, whose contact information OSA will provide to the Artist in a timely manner.
7. **PHOTO RELEASE.** The Artist agrees that photographs may be taken of said Work(s) by OSA to be used for private and public purposes including, but not limited to; Facebook, Instagram, and other social media, the OSA website, and OSA archives. The Artist shall retain the copyright to the Work(s).
8. **OWNERSHIP.** The Artist affirms that the Artist is the sole owner of the Work(s) on consignment. The Artist agrees that their Work(s) is/are original to the Artist and does not infringe upon or violate any copyright. For a juried show, the artist agrees that their work was or is not a part of a class project. If legal ownership of any Work(s) on consignment changes while exhibited by OSA, the Artist agrees to require the new owner to provide OSA with information establishing their legal right to own the Work(s). OSA warrants and represents that this Agreement does not establish any ownership interest of OSA in the Work(s).
9. **PACKING AND SHIPPING.** The method of shipment and the cost of transportation and packing of the Work(s) to and from OSA shall be borne by the Artist. The Artist shall assure that the Work(s) is/are securely packed for shipment, including any special instructions for OSA regarding the unpacking and repacking of the Work(s). OSA is not responsible for any damage to the Work(s) due to deficient packaging or damage during transportation by the Artist. The Artist must deliver the Work(s) to OSA ready to install and shall label the Work(s) in correspondence with the item description provided in Exhibit A of this Agreement.
  - a. **Sold Work.** All Work(s) sold to a local buyer while on exhibit at OSA or an Exhibition Location, shall be picked up by the buyer on one of the designated pickup dates as outlined in Section 3 Exhibition Period unless other arrangements are made by prior agreement. Transportation of all Work(s) sold to a non-local buyer shall be the sole responsibility of the Artist, including packing, shipping and all associated costs. If for any reason the Artist is unable to take possession of sold Works and arrange transportation to the non-local buyer, the Artist may make arrangements with OSA to handle packing, shipping and insurance on the Artist's behalf, and at the Artist's sole expense. OSA shall not be financially responsible for the shipping or transportation of the Work(s) to the Artist or non-local buyer, nor any damages to the Work(s) during the shipping process.
  - b. **Unsold Work.** If, for any reason, the Artist cannot arrange to pick up and retake possession of the Work(s) in accordance with Section 3 Exhibition Period, the Artist shall arrange with OSA for the return shipment and insurance of unsold Work(s), at the Artist's sole expense. OSA will not be financially responsible for the shipping or transportation of the Work(s) to the Artist, nor any damages to the Work(s) during the shipping process. All Work(s) shall be picked up from and returned to the Artist, except in the event the Work(s) are sold while on exhibit at OSA to a local buyer. If, for any reason, the Artist cannot make arrangements to pick up and retake possession of the Work(s), the Artist shall make arrangements with OSA for the shipment and insurance, at the Artist's sole expense. Should the work be bought by a non-local buyer, it is the responsibility of the artist to make arrangements with the buyer in regards to shipping. OSA will not be responsible for the shipping or transportation of the works to the artist or buyer, nor any damages to the work during the shipping process.
10. **INSTALLATION, DISPLAY, DE-INSTALLATION.** OSA shall install the Work(s) after delivery to OSA by the Artist. Installation services provided by OSA may include lighting, title lettering, and wall labels. Unless otherwise directed, installation of the Work(s) will be conducted by OSA and its designees. The Artist shall provide OSA with any specific installation, display, and de-installation instructions. OSA will exercise best judgment with respect to the Artist's instructions and both OSA or its designees shall not be held liable for any damage to the Work(s) as a result of handling the work for installation, display, or de-installation.



- 11. **INSURANCE.** By signing below, the Artist specifically expresses his or her understanding and agreement that OSA carries no insurance or other coverage against damage, destruction, theft, or other loss of or to the artwork while on OSA premises. OSA also does not have and does not accept any liability for and does not give any guarantee against any such damage, destruction, theft, or other loss to the artwork. OSA does not have and does not accept any liability for damage, destruction, theft, or other loss during delivery to or removal from OSA premises by the Artist or any other persons. The Artist further agrees to hold OSA not responsible in the event of any such damage, destruction, theft, or other loss.
- 12. **LIABILITY; WAIVER AND RELEASE.** The Artist hereby waives, releases, and forever discharges OSA and its board members, employees, contractors, volunteers, instructors and designees, from any and all claims (whether known or unknown), demands, judgments, or awards for any damage to or loss of the Work(s) and any consequential damages arising from this Agreement. Notwithstanding, the Artist further recognizes that OSA shall not indemnify or defend the Artist for any liability arising out of the wrongful acts, errors, or omissions on the part of OSA.
- 13. **TERMINATION.** This Agreement shall terminate on the last day of the Period of Consignment to OSA. Upon termination, neither party shall have any further obligation to the other, except the waivers, proceeds of sale, and release of liability and indemnification provisions contained herein shall survive the completion or termination of this agreement.
- 14. **ABANDONMENT.** Subject to the section 2, Period of Consignment, above, a Work is considered abandoned if it is left at OSA for more than 14 days immediately following the "Period of Consignment". During that 14-day period OSA will attempt to contact the Artist. If the Artist does not respond within that 14-day period, the Work(s) will be considered abandoned, OSA shall take care, custody, and control of the Work(s).
- 14. **GOVERNING LAW/VENUE.** This Agreement shall be constructed and governed by the laws of the State of Oregon. Any disputes related to this Agreement shall be exclusively litigated in the courts of the State of Oregon, Multnomah County. Both the Artist and OSA agree to mutually work to resolve any disputes, including the possible use of mediation or non-binding arbitration, prior to entering litigation.
- 15. **COSTS.** In the event that either party brings an action or claim for breach of this Agreement against the other party in court, the prevailing party as determined by such court shall be entitled to recover expenses actually incurred in the pursuit or defense of such claim, as the cause may be.
- 16. **IN ADDITION.** As part of displaying at OSA, the Artist is required to "host the gallery", or act as docent for the exhibit in which the Artist participates. The Artist will watch the gallery for a minimum of 3 hours. In lieu of sitting the galley, the Artist may pay a fine of \$20 to OSA to help defray the cost of OSA staff fulfilling that responsibility. Non-members must host with a current OSA member.
- 17. **EFFECTIVE DATE.** This Agreement and all of its terms shall be effective upon the later signature of both parties.

**IN WITNESS WHEREOF;**

I, the Artist, hereby declare that I have read the foregoing Agreement and I hereby agree to and accept all of the terms and conditions stated in the Agreement.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT A**

List all Work(s) and details including title of artwork, framed dimensions, medium and price on each item entered in the show.  
**PLEASE PRINT CLEARLY**

TITLE	FRAMED DIMENSIONS	MEDIUM	RETAIL PRICE	SOLD TO/ PICKED UP BY **

**\*\* Buyers and those picking up work, please print your name clearly and initial below.** Please include the contact information of the buyer, should the piece be sold.

Pick-up Initials \_\_\_\_\_

OSA initials \_\_\_\_\_