

## Consignment Contract

Effective Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to end date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Between Shepherd Gallery, further referred to as "Seller", a non-profit organization located at 214 S. River Park Drive, Guttenberg, IA 52052, and \_\_\_\_\_, further referred to as "Consignee"

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address, contact phone number, email address

Both parties agree to the following terms:

### RIGHT TO SELL.

1. In accordance with this Agreement, Consignee grants Gallery an exclusive right to display and sell the mutually agreed upon item(s) under the terms of this Agreement.

### PROCEEDS AND TERMS OF SALES:

1. The Seller is entitled to retain 40% of the proceeds from the sale of each item consigned.

2. The Seller shall submit a payment for the full amount of the purchase price, less the previously mentioned agreed upon 40%, to the Consignee within 30 business days of receipt of the sale. All Consignees shall be paid their portion, 60% of the sale price no later than the month following the sale of work.

3. The Seller and Consignee agree that these payments shall be made by the following method \_\_\_\_\_  
(Check by mail or check by pick up.)

4. Consignee has the option to reduce consignment fees to 30% by working one 4-hour shift per month at Shepherd Gallery and Creativity Center, or by participating in an 'Evening with the Artist' or 'Demo Day' event which may increase sales by providing an opportunity for customers to interact with Consignee. Completion of such activity will ensure Consignee is paid 60% of retail price on any items sold during the month the activity took place.

5. The Seller agrees to maintain the agreed upon retail purchase price set by the Consignee and the Seller for each item sold, and will accept nothing less than the retail purchase price for the consigned merchandise unless otherwise agreed upon in writing, and signed off by both parties.

6. The Seller does not provide insurance for any damage or theft that may occur to items left with the Seller. While the consigned items are in the possession of the Seller, those items will be protected to the best of Seller's ability and in accordance with Seller's Art Safety and Security Policy. Consignee agrees that Seller is not liable for damage to artworks in Seller's possession.

7. The Consignee agrees to leave merchandise with the Seller for a minimum of 90 Days, to begin upon the effective date as specified herein.

8. Upon or before delivery of the products, The Consignee will provide a complete and

accurate inventory list of the products he/she will be consigning to the Seller. This list must include the number of products, each with a unique item number, the name/ description of each and the suggested retail purchase price, and must be signed by both the Seller and the Consignee upon acceptance.

9. All merchandise that is not sold at the end of the consignment timeframe will be evaluated by both the Seller and Consignee. If the Consignee decides to remove their merchandise, the Consignee takes responsibility for retrieving the aforementioned product or for delivery costs that may result for such removal.

10. All marketing merchandise such as brochures, pamphlets, displays, etcetera will be removed at the time the items are removed from the Seller's store, unless otherwise mutually agreed upon by both the Seller and Consignee.

**RECORDS.** It is the responsibility of the Seller to maintain all records of consignments and to inform the Consignee when more product is required.

**USE OF IMAGES.**

1. Unless otherwise specified, the Seller maintains the right to obtain and use images of all products contained within the Seller's premises for the purpose of advertising and promotion.

2. The Consignee shall allow the Seller to utilize images of the products obtained by the Consignee for the purpose of advertising and promotion upon Seller's discretion.

2. The Consignee shall provide the Seller with one to two high-quality images representative of the work being consigned for promotional purposes.

**ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

**WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the item sold by the other party or by any third party. In no event will Shepherd Gallery be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the item sold.

**TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

**TERMINATION.** This Agreement may be terminated by either party by providing 60 days' written notice to the other party.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

**AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

The Seller and Consignee do hereby agree to the terms set forth above by their signatures found below.

This contract shall be governed by the laws of the State of Iowa in Clayton County and any applicable Federal Law.

\_\_\_\_\_  
Date\_\_\_\_\_

Signature of Consignee

\_\_\_\_\_  
Date\_\_\_\_\_

\_\_\_\_\_  
Signature of Seller