

## Art Consignment Agreement

**Artist Name:**

**Address:**

**Phone Number:**

**Email:**

This agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_ by PACE and between \_\_\_\_\_ (“Artist”), residing at \_\_\_\_\_ and Pottawattamie Arts, Culture & Entertainment (PACE), whose principal place of business is the Hoff Family Arts & Culture Center (the Center) at 1001 S 6th Street, Council Bluffs, IA 51503.

WHEREAS, Artist is in the business of creating Works of Art and PACE is in the business of exhibiting and selling Works of Art, and

WHEREAS, the parties wish to enter into a business relationship for the sale by PACE of Works of Art created by Artist;

NOW, THEREFORE, in consideration of the foregoing premises and conditions, mutual covenants contained herein, and for other valuable considerations, the parties have agreed as follows:

### I. Scope of Agency

- A. The Artist agrees to allow PACE to act as a nonexclusive gallery agent with no geographic restrictions for the exhibition and sales of artworks.
- B. PACE shall document receipt of all works consigned hereunder by signing and returning to the Artist a Record of Consignment.
- C. The parties agree to allow the Artist’s artwork to be displayed inside the Hoff Family Arts & Culture Center (the “Center”).

### II. Consignment

- A. Artist shall consign to PACE, and PACE shall accept consignment of all Works of Art described in the Record of Consignment, for the full term of the agreement. The parties shall each have a copy of the Record of Consignment. All modifications or additions to the Record of Consignment shall be in writing, signed by both parties, and attached to this Agreement.
- B. Artist shall not exhibit or sell any Works or prints consigned to PACE without the prior written approval of PACE. If consent is given, PACE shall receive 30% percent of the sale as commission. Artist and PACE specifically agree that Artist shall be free to exhibit and sell any Work of Art not consigned to PACE or otherwise included on the Record of Consignment.

### III. Terms & Termination

- A. The agreement shall last for a term of 6 months beginning on the \_\_\_\_\_, 2024.
- B. This agreement will be terminated by either party giving thirty days written notice to the other party.
- C. This Agreement shall automatically terminate with the death of the Artist.
- D. Upon termination, artworks consigned shall immediately be returned to the Artist (or estate) at the expense of the Artist (or estate).

### IV. Warranty

- A. The Artist hereby warrants that he/she created and possesses unencumbered title to the Works of Art and that their descriptions are true and accurate.

### V. Delivery Responsibilities

- A. Arrangements for packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the Works of Art from the Artist to PACE and in their return to the Artist shall be the sole responsibility of the Artist.
- B. If anyone other than the Artist is to pick up the works of art, written authorization from the Artist must be presented by the person picking up the Works of Art. All responsibility for the safe transfer of the work remains with the Artist.

### VI. Display

- A. The Artist agrees to outfit the artwork with standard hanging or display hardware for installation before delivering the Works of Art to PACE.
- B. PACE maintains sole control over the display, placement, lighting, and labeling of the artwork under consignment. Artwork must be labeled for sale
- C. The Artist agrees to send any photos, statements, a biography, or label information in a timely manner, upon request by PACE for the artwork.

### VII. Commissions & Sale Prices:

- A. PACE shall sell the consigned Works at the prices mutually agreed to by both parties as specified in writing on the Record of Consignment. The Works shall be sold only for an amount at least equal to the price agreed upon by the Artist as specified in writing on the Record of Consignment.
- B. PACE shall receive a commission of 30% of the final sale price.

### VIII. Payment

- A. PACE agrees to sell the Artist's works at the retail prices shown on the Record of Consignment.
- B. The parties agree that PACE shall hold the proceeds from sales of the consigned Works in trust for the benefit of Artist. PACE shall not accept installment sales. PACE shall pay Artist's share within 30 days from receipt of payment from the purchaser.
- C. PACE shall use a standard bill of sale or other approved form in advance by the Artist for any sale of the consigned Works of Art.

IX. Insurance, Loss, or Damage

- A. PACE shall be responsible for all loss of, or damage to, the consigned Works of Art while in its possession; specifically from the date of delivery to PACE until the date of delivery to a Purchaser, repossession by Artist, or return delivery to Artist.
- B. PACE warrants and represents that it has an insurance policy with Travelers Insurance, which insures all of Artist's Work against loss, theft, fire, and destruction of any kind. PACE agrees to indemnify and hold harmless Artist from any loss resulting from lapse of coverage, error, or failure by PACE to have the insurance coverage warranted provided that PACE's liability under this paragraph is limited to the amount which should have been due to Artist if the Work had been sold at the price stated herein.

X. Title & Copyright

- A. Artist warrants and represents that he/she created the Works of Art, possess unencumbered title and full copyright to each and all Works of Art consigned to PACE under this Agreement.
- B. This Agreement does not transfer any rights of title or copyright to PACE. Title to the consigned Works shall remain in Artist's name until delivery to purchaser and Artist is paid in full. Title then passes directly to the purchaser.
- C. PACE shall not attempt to or actually modify or alter the artistic or structural integrity of any Work consigned under this Agreement.
- D. In the event of the purchase of any artwork by PACE, title shall pass only upon full payment to the Artist of all sums due hereunder.
- E. PACE agrees not to pledge or encumber any works in its possession, not to incur any charge or obligation in connection herewith for which the Artist may be liable.
- F. PACE assumes the right to use images of art work to publicize and promote the Works of Art through social media, web page, literature, print advertising and newsletters. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

XI. Security

- A. The consigned Works of Art shall be held in trust for the benefit of Artist and shall not be subject to

any claim by a creditor of PACE. In the event of any default by PACE or any claim made against the consigned Work by any creditor of PACE, Artist shall have all the rights of a secured party pursuant to the Uniform Commercial Code.

XII. Modification to the Agreement

A. All modifications to this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

XIII. Integration

A. This Agreement embodies and contains the entire Agreement and understandings of the parties and shall be binding upon and inure to the benefit of and be enforceable by their respective heirs, legal representatives, successors, and assigns.

XIV. Severability

A. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

XV. Governing Law

A. This agreement is entered into in the State of Iowa, contains covenants to be performed within the State of Iowa and shall be construed in accordance with and governed by the laws of the State of Iowa.

B. All performance by both parties shall be in accordance with the Code of Iowa, Chapter 556D. Consignments Between Artists and Art Dealers.

XVI. Signatures:

Artist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PACE Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## Record of Consignment

**Artist name:**

**Phone Number:**

**Email:**

	Title	Medium Description	Retail Price
1.			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

PACE acknowledges receipt of artwork listed.

Pottawattamie Arts, Culture & Entertainment

1001 S 6th Street

Council Bluffs, IA 51501

Signatures:

Artist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PACE Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Pick Up: Signature and Date - Artist: \_\_\_\_\_ Date: \_\_\_\_\_

PACE Representative: \_\_\_\_\_ Date: \_\_\_\_\_