



Local 14 Art  
Show & Sale

## 2018 LOCAL14 CONSIGNMENT AGREEMENT: Guest Artist

This consignment agreement sets forth all of the rights and obligations between the LAKE OSWEGO CRAFTS AND ARTS LEAGUE (LOCAL14), as consignee, and the undersigned artist ("Artist") as consignor, for the delivery of the Artist's works to LOCAL14 for exhibition and sale at the annual LOCAL14 Art Show on **September 29 to September 30, 2018, at the Leftbank Annex, 101 N. Weidler St., Portland, Oregon 97227.**

**1. Delivery of Inventory for Sale.** The Artist agrees to deliver to LOCAL14 all works of art in a suitable condition ready for exhibition and sale, as listed and described by the Artist in the attached inventory which is incorporated by reference to this Agreement. Delivery of the works of art listed in the inventory shall be made by or on behalf of the Artist at the designated time according to the "Show Instructions" on September 28, 2018 at the Leftbank Annex, 101 N. Weidler St., Portland, Oregon. LOCAL14 agrees, at its discretion or as space permits, to exhibit, display and offer to sell to the public during the Art Show works of art delivered by the Artist pursuant to this agreement.

**2. Sales Price, Commissions and Fees.** Works of art shall be offered for sale to the public at the sales price designated by the Artist on the inventory list. No price change from the inventory is allowed during the Art Show. LOCAL14 shall deduct and retain twenty-five percent (25%) of the sales price as a commission on the sale of each work from Guest Artists. LOCAL 14 also shall deduct incurred credit card processing fees. After the art show has closed, LOCAL14's commission shall not be refunded to the Artist, notwithstanding the return of any work of art to the Artist by the purchaser. LOCAL14 agrees to pay the Artist the net proceeds of sale after deduction of LOCAL14's 25% commission and credit card processing fees. Payment to the Artist of their portion of the proceeds shall be made by deposit in U.S. mail to Artist's address no later than thirty (30) days after close of the Art Show. Interest earned on the sale proceeds prior to payment to the Artist shall be retained by LOCAL14 to partially reimburse Art Show expenses. However, in the event payment to the Artist is not mailed within 30 days, then interest earned thereafter on the Artist's portion of the sale proceeds shall be paid to the Artist.

All artists who make sales within 30 days of the LOCAL 14 show as a direct result of artwork seen at the show shall pay LOCAL 14 the required 25% commission as if the work was actually sold at the show.

**3. Identity of Purchaser.** In accordance with Oregon Law, ORS 359.200 to 359.225 (as amended) ("Oregon Art Consignment Act"), LOCAL14 shall provide, upon written demand from the Artist, the name and address of the purchaser, date of purchase, and price paid by purchaser for the sale of an Artist's work of fine art totaling \$100 or more. The Artist agrees to assist LOCAL14 in collecting such information by completing and attaching a Purchaser's Index Card identifying each item of the Artist's work of fine art for which the sale price totals \$100 or more.

**4. Fine Print Disclosure Statement.** The Artist agrees to furnish LOCAL14 with a Fine Print Disclosure Statement in accordance with ORS 359.300 to 359.315 for each fine print subject to such a disclosure statement. Disclosure statements shall be delivered to LOCAL14 concurrent with delivery of the works of art listed in the inventory. The Artist agrees to hold harmless and indemnify LOCAL14 for any loss, cost, damage or recovery related to the Artist's failure to provide the disclosure statement or for breach of warranty, misrepresentation or other claim which may arise regarding the accuracy of the information disclosed therein. Note: If the seller describes a fine print as a reproduction, the seller need not furnish any further information.

**5. Liability.** To the full extent required by the Oregon Art Consignment Act, LOCAL14 shall use the highest care concerning consigned works of art in LOCAL14's possession. The Artist agrees that works of art are not in LOCAL14's possession during delivery to or removal from the Leftbank Annex by the Artist. Works of art and proceeds derived from sale of works of art listed on the inventory shall be deemed trust property in the hands of LOCAL14, but a separate trust account shall not be established for each Artist. LOCAL 14 takes great care to

protect artwork from the time it is delivered until it is picked up after the show. Despite such care and our insurance for major loss or damage, LOCAL 14 does not guarantee artwork against all loss, damage or destruction. Artists are urged to carry their own insurance. The Artist agrees that if LOCAL 14 should be found liable for loss or damage, the amount paid to the Artists shall be the sales price as listed on the Artist's inventory less normal 25% commission.

**6. Removal of Unsold Art Inventory.** The Artist agrees to remove from the Leftbank Annex unsold works of art within one (1) hour after the close of the Art Show, which closes at 5:00pm on September 30, 2018. The Artist agrees that in the event the Artist fails or neglects to remove any unsold works of art, LOCAL14 may remove and hold such works of art, may charge the Artist a reasonable fee for storage, care, and insurance for such works of art, and may exert a possessory lien against the unclaimed works of art until such reasonable costs and fees have been paid. LOCAL14 shall not be liable for the loss of or damage to any unclaimed works of art until such reasonable costs and fees have been paid. LOCAL14 shall not be liable for the loss of or damage to any unclaimed work of art that has not been returned to or removed by the Artist within thirty (30) days following the removal date and time listed above.

**7. Display Permitted.** The Artist consents to and expressly agrees that LOCAL14 may use or display any or all of the Artist's work, photographs or other similar copy thereof, or group photographs of the LOCAL14 Art Show for promotional, advertising, show, sale, exhibition or other purposes related to the LOCAL14 Art Show. LOCAL14 will give notice to users or viewers, whenever possible, that the work of art is that of the Artist should the Artist's work be used individually or is conspicuously and clearly visible in any group display or photograph. LOCAL14 may request that the Artist give separate consent and agreement for the use or display of the Artist's work, photographs or other similar copies thereof in premises other than the Leftbank Annex.

**8. Applicable Law.** This Agreement shall be interpreted under the laws of Oregon and expressly incorporates the provisions of the Oregon Art Consignment Act, ORS 359.200 to 359.240 (as amended in 1985, HB 2896).

**The undersigned Artist hereby accepts and agrees to be bound by the terms and conditions of this Agreement with LOCAL14.**

Guest Artist Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Social Security # (required for tax purposes) \_\_\_\_\_

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_