

GALLERY CONTRACT – Fall 2007- ATTACH TO BACK OF PAINTING

This is an agreement between the undersigned Artist ("Artist") and the Watercolor Society of Oregon ("WSO"). This agreement also summarizes and discloses all of the rights and obligations between the galleries listed below, hereinafter referred to as "Consignee" and the Artist, as "Consignor", for the delivery of the Artist's work to WSO for exhibition and sale by the Consignee during the **2007 Fall Exhibition and Traveling Show**.

- 1. SALE PRICE, COMMISSIONS AND FEES:** Works shall be offered for sale to the public at the sales price designated by the Artist, i.e. the price listed on the Entry Form. This designated price cannot be changed once the work is submitted to WSO. Consignee shall deduct and retain the following percent of the sales price as a commission on the sale of each work.

**Meadow Lakes Golf Course
300 SW Meadow Lakes Dr. Prineville OR 97554**

**October 6-31, 2007
Commission 20%**

**Umpqua Valley Arts Association
1624 West Harvard Ave. Roseburg OR 97470**

**Nov. 1- Dec. 1, 2007
Commission 40%**

**Coos Art Museum
235 Anderson Ave. Coos Bay, OR 97420**

**Dec. 2007 & Jan. 2008
Commission 0 %**

**Lincoln City Cultural Arts Center
540 NE Hwy 101, PO Box 752 , Lincoln City, 97367**

**February 2008
Commission 40%**

**Cornerstone Gallery
21690 Main St. NE, PO Box 773 Aurora, OR 97002**

**March 2008
Commission 40%**

Consignee agrees to pay the Artist the net proceeds of sale after deduction of Consignee's commission. Payment to the Artist of his or her portion of the proceeds shall be made by deposit in U.S. mail to artist's address no later than forty (40) days after the receipt of payment for the Work. **It is the responsibility of the artist to deliver any sold painting to the purchaser, unless alternative arrangements have been made with the vendor. Delivery of a painting sold to out of state customers must be negotiated between the vendor and artist.** If the selling agency is not receiving a commission, it is the responsibility of the artist to ship the painting to the out-of-state buyer.

2. IDENTITY OF PURCHASER: In accordance with Oregon Law, ORS359.200 (as amended) ("Oregon Art Consignment Act") Consignee shall provide, upon written demand from the Artist, the name and address of the purchaser, date of purchase and price paid by the purchaser for the sale of an artist's work totaling \$100 or more.

3. APPOINTMENT OF AGENT: Artist hereby appoints WSO through its president or other authorized officer as his or her agent, to enter into and sign a consignment agreement on behalf of Artist with each Consignee listed in this Agreement. WSO shall provide Artist with a copy of any such agreement upon payment of a reasonable fee for duplication. Artist hereby agrees to hold WSO harmless for any loss or liability which may arise from acting as agent for the artist.

4. LIABILITY: To the full extent required by the Oregon Art Consignment Act, Consignee shall use the highest degree of care concerning consigned works of art in Consignee's possession. The Artist agrees that the Work is not in Consignee's possession during delivery to or removal from WSO's exhibit by the Artist. The Artist is urged to insure his or her Work which is in Consignee's possession because Consignee does not guarantee the Work against any or all loss, destruction or damage. If Consignee is found liable for loss, destruction or damage then Consignee shall be responsible to pay the Artist no more than that portion of the sales price of the Work as Artist would receive upon the actual sale of said Work. Fair market value is agreed to be the percent agreed upon in paragraph one hereof.

5. REMOVAL OF WORK: The Artist agrees that if his or her Work is in the **Fall 2007** Exhibition that it will not be removed until after the completion of the show at the **Meadow Lakes Golf Course**. Artist agrees that if his or her Work is chosen for the **Traveling Show (tour)**, it cannot be removed until the completion of the Tour, **April 4-6, 2008**. Artist and Consignee agree that Work sold on Tour will not be delivered to Purchaser until the completion of the Tour.

6. DISPLAY PERMITTED: The Artist consents to and expressly agrees that Consignee may display Artist's Work in the **2007 Fall Exhibition and Traveling Show** of WSO. Artist agrees that photos may be taken of his or her Work by WSO or Consignee to be used in the Exhibition Catalog or for any publicity purposes.

The undersigned Artist hereby accepts and agrees to be bound by the terms and conditions of this agreement with Consignee.

Date _____ Artist's Signature _____

Price (or NFS) \$ _____ Value if NFS \$ _____ (for insurance purposes)

Telephone No: _____ e-mail address _____

Print Name _____

Address _____

City _____ Zip _____