



Retail Site: 3495 Old Hwy 99 S. Roseburg, OR 97470 541-679-1777
Main Office: 605 SE Kane, Roseburg OR 97470 541-673-4909

**Heartwood ReSources
Artist Gallery Consignment Agreement**

This is an agreement between

Artist:

Address:

Phone:

And

**Heartwood ReSources
605 SE Kane, Roseburg, Or 97470
541-679-1777**

1. Agency; Purposes. The **Artist** appoints **Heartwood ReSources** as agent for the works of art ("**the Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale. **Heartwood ReSources** shall not permit **the Artworks** to be used for any other purposes without the written consent of the **Artist**. This agreement applies only to works consigned under this **Agreement** and does not make **Heartwood ReSources** a general agent for any other works.

2. Consignment. The **Artist** hereby consigns to **Heartwood ReSources**, and **Heartwood ReSources** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** which is a part of this **Agreement**. Additional Inventory Sheets may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Inventory Sheets** shall be signed by **Artist** and **Heartwood ReSources**.

3. Authority of Accepted Artist's Works. **Heartwood ReSources** may reject artworks at their discretion. **Heartwood ReSources** may refuse to accept or represent any item deemed unsuitable for display and sale, at the sole discretion of **Heartwood ReSources**. **Heartwood ReSources** may limit the number of items exhibited at one time for optimum display and presentation.

4. Warranty. The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.



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5. Duration of Consignment. The **Artist** and **Heartwood ReSources** agree that the initial term of consignment for the **Artworks** is to be 6 months, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, if mutually agreed upon by **Artist** and **Heartwood ReSources**, the consignment period shall continue for 3 months or until the **Artist** requests the return of any or all of the **Artworks** or **Heartwood ReSources** requests that the **Artist** take back any or all of the **Artworks** with which request the other party shall comply within 30 days. At the end of the consignment agreement, unsold items need to be retrieved by the **Artist** within 30 days. Unless prior arrangements have been made by mutual agreement, any item left more than 30 days after the expiration of the consignment period will automatically become the property of **Heartwood ReSources** without compensation to the **Artist**.

6. Responsibility for Loss or Damage, Insurance Coverage. **Heartwood ReSources** shall be responsible for the safekeeping of all consigned **Artworks** while they are in its custody. **Heartwood ReSources** shall be strictly liable to the **Artist** for their loss or damage (except for damage resulting from flaws inherent in the **Artworks**), to the full amount the **Artist** would have received from **Heartwood ReSources** if the **Artworks** had been sold. **Heartwood ReSources** shall provide the **Artist** with all relevant information about its insurance coverage for the **Artworks** if the **Artist** requests this information.

7. Fiduciary Responsibilities. Title to each of the **Artworks** remains with the **Artist** until the **Artist** has been paid the full amount owing him or her for the **Artworks**; title then passes directly to the purchaser. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. **Heartwood ReSources** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **Heartwood ReSources**.

8. Notice of Consignment. **Heartwood ReSources** shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

9. Removal from Gallery. **Heartwood ReSources** shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining written permission from the **Artist**.

12. Pricing; Heartwood Resource's Commission; Terms of Payment. **Heartwood ReSources** shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet by the **Artist**. **Heartwood ReSources** and the **Artist** agree that **Heartwood Resource's** commission is to be thirty (30%) of the Retail Price of the **Artwork**. Any change in the Retail Price, or in **Heartwood Resource's** commission, must be agreed to in advance by the **Artist** and **Heartwood ReSources**. Payment to the **Artist** shall be made by **Heartwood ReSources** on the 15th of the following month, and will include all commissions due for any/all artworks sold the previous month. **Heartwood ReSources** assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.



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13. Promotion. Heartwood ReSources shall use its best efforts to promote the sale of the **Artworks**. Heartwood ReSources agrees to provide adequate display of the **Artworks**, and to undertake other promotional activities on the **Artist's** behalf. Heartwood ReSources shall identify clearly all **Artworks** with the **Artist's** name, and the **Artist's** name shall be included on the bill of sale of each of the **Artworks**.

14. Reproduction. The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. Heartwood ReSources will not permit any of the **Artworks** to be copied, photographed or reproduced without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**. Heartwood ReSources shall include on each bill of sale of any **Artwork** the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the **Artist**: Insert Artists Name."

15. Accounting. A statement of accounts for all sales of the **Artworks** shall be furnished by Heartwood ReSources to the **Artist** on the 15th of each month, with the payment of all commissions due. The **Artist** shall have the right to inventory his or her **Artworks** in Heartwood ReSources and to inspect any books and records pertaining to sales of the **Artworks** with reasonable notice.

16. Termination of Agreement. Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either Heartwood ReSources or the **Artist**, by giving a thirty (30) day written notification of termination from either party to the other. In the event of the **Artist's** death, the estate of the **Artist** shall have the right to terminate the **Agreement**. Within thirty days of the notification of termination, all accounts shall be settled and all unsold **Artworks** shall be returned by Heartwood ReSources.

17. Procedures for Modification. Amendments to this **Agreement** must be signed by both **Artist** and Heartwood ReSources and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

18. Miscellany. This **Agreement** represents the entire agreement between the **Artist** and Heartwood ReSources. If any part of this **Agreement** is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this **Agreement** shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This **Agreement** shall not be assigned, nor shall it inure to the benefit of the successors of Heartwood ReSources, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

19. Choice of Law. This **Agreement** shall be governed by the law of the State of Oregon.



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Signed, _____ Artist

Signed, _____ Heartwood ReSources

Length of Contract

From _____ To _____

Consented and agreed to:

Artist _____ **Date** _____

Heartwood ReSources _____ **Date** _____

Contract Extension

From _____ To _____

Consented and agreed to:

Artist _____ **Date** _____

Heartwood ReSources _____ **Date** _____



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Consignment Agreement Inventory Sheet

Item Number	Title	Medium	Retail Price	Gallery Commission	(Artist Initial)	
					Dropped Off	Picked Up
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Artists Signature _____ Date _____

Gallery Signature _____ Date _____