

**DRAFT CONSIGNMENT AGREEMENT ('the Agreement') between
('the Artist') and TAG ART GALLERY ('the Gallery')
(NAME OF ARTIST HERE)**

Postal Address:

Telephone: E-mail:

NAME OF ARTIST ('the Artist') and TAG Art Gallery ('the Gallery') agree to the following terms and conditions with respect to the consignment of the Artist's artwork ("the Art") for sale by the Gallery:

1. The Art listed in the attached Schedule A – List of Consigned Artwork ("Schedule A") – is consigned by the Artist for sale by the Gallery.
2. Transportation of the Art to and from the Gallery is the responsibility of the Artist, unless otherwise agreed between the parties. Where the Artist directs the Gallery to arrange transportation and/or related services, the Artist will pay in full to the Gallery all handling, packing and shipping fees, as determined by the Gallery, before the Art is shipped. Where applicable, framing is the responsibility of the Artist.
3. Where applicable, all Art should be dry. Also, where applicable, the Artist is responsible for informing the Gallery if the Artist has not used water-fast or colour-fast materials and/or the surface of the finished work has not been treated with a standard fixative, or has not been otherwise properly protected.
4. Where applicable, all Art should arrive at the Gallery with the necessary hardware in place - small, triangle-shaped D-rings on the back edges of the stretcher(s) or frame(s), with no wire attached. (Bump protectors on framed works are preferred.)
5. The Artist will complete Schedule A indicating the Title, Dimensions, Medium, Retail Price and the Artist's Share (in Canadian dollars) for each piece delivered.
6. The Artist will provide web-ready photo-documentation of the Art.
7. The Retail Price of the Art shall be as stated in Schedule A, unless otherwise agreed between the Artist and the Gallery. The Artist's Share shall be as stated in Schedule A. Fifty per cent (50%) of all transaction fees or charges incurred from the sale of Art will be deducted from the Artist's Share. The remaining balance of the Artist's Share will be paid to the Artist within thirty (30) days of the sale.
8. During the consignment period, if any of the Art noted in Schedule A is sold privately by the Artist or by another gallery, the Gallery Share will be twenty per cent (20%) of the gross proceeds.
9. For any sale by the Artist which is a function of a referral arranged by the Gallery, the Gallery Share will be twenty per cent (20%) of the gross proceeds.
10. The Gallery will, if applicable, cover expenses related to the promotion of the Artist's work and exhibitions of the Gallery.
11. The Gallery is responsible for the reasonable safety of the Art while in its possession. Should any damage occur to the Art during this time, the Artist and the Gallery will agree upon reasonable action to restore the Art. If any piece of the Art is not repairable or is stolen from the Gallery, the Gallery will pay to the Artist the value stated in Schedule A ("the Artist's Share").

12. The Art will be held in trust for the Artist's benefit and will not be subject to claim by a creditor of the Gallery. This agreement will terminate automatically upon the Artist's death, or if the Gallery becomes bankrupt or insolvent. At the Artist's death, the Art would be subject only to the instructions of the Artist's trustee(s) or heir(s). Either party may terminate this agreement by giving thirty (30) days written notice, with all accounts settled.
13. In the event the Gallery becomes bankrupt or insolvent, the Art remains the property of the Artist and shall be returned to the Artist by the trustees.
14. The Art may not be removed from the Gallery premises for the purposes of rental or installment sales or approval with a potential purchaser without the Artist's permission.
15. Unsold Art will be reviewed with the Artist after sixty (60) days to determine whether the Art should be picked up by the Artist or the timeframe for consignment will be extended.
16. In the event that the Artist should require a return of the Art on consignment to the Gallery, advanced notice of thirty (30) days must be provided. In these circumstances, where possible, the Gallery will endeavor to return the Art in less than the prescribed thirty (30) days.
17. The Artist is encouraged to provide the Gallery with a copy of his/her client list including any art consultants and corporate clients with which the Artist has successfully placed Art. In lieu of this, the Artist agrees to promote the Gallery and its activities to his/her clients and contacts.

I agree to the above noted terms and conditions.

THE ARTIST:

	Only if applicable		year/mn/dy
Name	Registered Business Name	Signature	Date

I confirm that I am registered to collect HST.

Only if applicable	Only if applicable
Name for HST	HST # (9 digit number with suffix RT0001)

THE GALLERY:

per: Tom Goldspink	TAG Art Gallery		year/mn/dy
	Registered Business Name	Signature	Date

214 King Street, St Catharines, ON L2R 3J9 Tel: 905.682.5072 E-mail: info@tagartgallery.ca
 1.877.682.5072

