****

**Consignment Agreement**

Arts AccessAbility Network Manitoba (AANM)

102-329 Cumberland Ave

Winnipeg, MB

R3B 1T2

This consignment agreement for work(s) of art is made between the consignor, herein after called “artist” and consignee. AANM is subject to the terms and conditions as set out below.

Artist Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prov: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GST # (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms & Conditions**

**Sales:**

* The artist sets the retail price for each piece. Proceeds from the sale of a piece will be shared: 70% paid to the artist, 30% retained by AANM as commission.
* The artist will be paid in full their portion of the proceeds. The date at which the artists is paid is at the discretion of AANM, but will be paid out within 3 months of the sale date.
* The artist shall keep AANM informed of any address or contact information changes.

**Copyright:**

* Artist retains copyright for each piece of artwork consigned to AANM.
* AANM reserves the right to exhibit, photograph or reproduce work(s) consigned, for promotional purposes.

**Withdrawal:**

* Artists may withdraw any of their work(s) consigned to AANM after providing AANM with 15 days written notice along with a list of the pieces to be removed from the AANM space; artists will be responsible for arranging a pick up time during normal business hours.

**Condition and Liability:**

* AANM reserves the right to refuse the acceptance of work from the artist that is damaged or not adequately packaged or presented; AANM reserves the right to return work(s) after advising the artist.
* AANM is not responsible for deterioration or damage to the work as a result of inherent characteristics of the work. AANM will do its best to care for the work according to the artist’s instructions and advice.
* If loss or damage to the work occurs from other causes at any time during the consignment period, total liability of AANM is limited to the damage actually occasioned and in any event shall not exceed 70% of the stated retail price of the work. AANM agrees that if damage occurs to the work(s) during the consignment period, the artist will be notified and no repair work will be done without the artist’s consent.

This agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is binding on both parties and covers all artwork(s) delivered by the artist to AANM proceeding this date. This agreement is in effect until such time as the work(s) are sold or returned to the artist.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Artist signature*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*AANM Staff Signature*

**List of items:**

**Title/Item # of Items Medium Size Date Retail Price**