



Agreement for the Consignment, Exhibition & Sale of artworks in the B-MAC Gallery



This is an agreement between

..... (the **Artist**)

of

Residential/Business Address

.....

.....,

and

Bacchus Marsh Arts Council Inc. (the **Gallery**)

Incorporated Association # A0061115Z, ABN 11 269 564 208,

trading as B-MAC Gallery at Shop 48 Village Bacchus Marsh shopping centre.

1. Scope of Agency

- a. The Artist appoints the Gallery as his/her agent for the purpose of exhibition and sale within the Gallery of artworks listed in the Artwork Consignment List and appended to this Agreement.
- b. The Gallery shall not permit the artworks to be used for any other purpose without the written consent of the Artist.
- c. This agency appointment applies only to consigned artworks and does not make the Gallery a general agent for any other artworks not so consigned.

2. Publicity and Advertising

- a. The Gallery reserves the right to create, reproduce and publish photographic and digital images of any of the consigned artworks in all forms of media for the sole purpose of advertising the exhibition and sale of the consigned artworks. This right does not include the sale of such images.
- b. The Gallery will advertise the exhibition of the consigned artworks through its websites, social media outlets, newsletters and invitations. The extent and timing of such advertising shall be at the sole discretion and cost of the Gallery.
- c. The preparation of any additional advertising, publicity or exhibition materials including but not limited to catalogues and postcards shall be at the discretion and expense of the Artist.

3. Consignment Preparation, Packing, Insurance and Transportation

- a. The Artist is responsible for ensuring that all artwork in the Consignment is "Ready for Exhibition". In the case of paintings, photographs and the like, this means that each item is mounted and with cords or wires attached for hanging.
- b. The Artist is responsible for the preparation of display cards that will be used in the exhibition to identify their work. The format of display cards is described in Attachment 1 to this Agreement.
- c. The Artist bears full responsibility for the arranging of, and payment for, packing, transportation and insurance of the consigned artworks to and from the Gallery. The Artist should provide detailed packing or repacking instructions and materials where this will assist in the safe handling of their art-work for sale.

4. Payment for sold artworks, GST and Recording of Sales

- a. All sales from consignments to the Gallery are made on an agency sale basis.
- b. The Gallery receives from the Purchaser, on behalf of the Artist, full payment for any artwork sold. When payment is made the Gallery will issue a receipt to the purchaser as a "Proof of Purchase".

- c. Should the Artist be registered for GST, the obligation to pay the ATO the GST collected for any sale remains with the Artist. The Gallery will not issue Tax Invoices for artwork sold on consignment.

5. Installation of Consigned artworks at the Gallery

- a. The location and amount of wall or floor space to be set aside for the exhibition of the consigned artworks shall be at the sole discretion of the Gallery.

6. Collection of Purchased artworks

- a. When an artwork is sold, it shall be marked as sold, but remain on display in the Gallery until the end of the exhibition period.
- b. The purchaser is responsible for the collection of the artwork at the end of the exhibition, unless otherwise arranged and agreed to with the Gallery.

7. Special Handling of some artworks after Purchase or at the End of Exhibition

- a. If an artwork requires special handling or dismantling for removal from the Gallery then that requirement shall be noted in the Artwork Consignment List and is the Artist's responsibility. Any prospective purchaser of an artwork shall be informed by the Gallery of any special handling or dismantling that may be required and advised to contact the Artist for advice.
- b. Unless otherwise agreed in writing between the Gallery and Artist, the cost of any special handling shall be borne by the Artist.

8. Exhibition Dates, Bump In and Bump Out Dates

- a. The consigned artworks shall be exhibited during the Exhibition Dates published or advertised by the Gallery
- b. Any alteration, reduction or extension to the Exhibition Dates once artwork has been consigned shall be agreed in writing including email messages between the Artist and the Gallery. If agreement cannot be reached then Clause 16 Termination of Agreement shall take effect.
- c. The Artist is responsible for ensuring that the consigned artwork is delivered to the B-MAC Gallery during the Bump In dates and times as advised in writing by the B-MAC Gallery.
- d. The Artist is responsible for ensuring that any consigned artwork not sold during the exhibition is collected from the B-MAC Gallery during the Bump Out dates and times as advised in writing by the B-MAC Gallery.

9. Pricing of artworks

- a. The Gallery shall sell the artworks only at the Selling Prices specified on the Artwork Consignment List .

10. Artist Contribution to Gallery Staffing

- a. During the Exhibition period the Artist(s) is expected to contribute the equivalent of 12 hours per month for the period of exhibition to assist with the staffing the Gallery.

11. Gallery Commissions

- a. The Gallery and the Artist agree that the Gallery's Commission is to be **15%** plus GST of the Retail Price of the artworks when the Artist contributes as specified in clause 10.
- b. The Gallery and the Artist agree that the Gallery's Commission is to be **30%** plus GST of the Retail Price of the artworks when the Artist chooses not to contribute as specified in clause 10.

12. Terms of Payment

- a. Payment to the Artist shall be made by the Gallery at the end of the exhibition period and shall equal the total of the Selling Prices of all artworks sold less the total of Gallery Commissions plus GST on all artworks sold as described previously in Clause 11.

- b. Payment shall be in the form of a cheque issued in favour of the Artist and delivered to the Artist's address specified at the beginning of this Agreement unless otherwise agreed between the Artist and the Gallery.
- c. A written and itemised Statement of Account for all sales shall be included with the payment.
- d. An invoice for the total of Gallery Commissions plus GST shall be issued to the Artist and marked "Paid".

13. Accounting for Sales and Inventory

- a. Artists shall have the right of inventory over their artworks present in the Gallery and shall have the right to inspect any books and records pertaining to sales of the artworks.

14. Title and Fiduciary Responsibilities

- a. Title to each of the artworks remains in the Artist until the Artist has been paid the full amount owing for sold artworks as described in clause 12 and associated sub-clauses. Thereafter title passes directly to the purchaser. At no stage does title pass to the Gallery.
- b. The Gallery shall pay all amounts due to the Artist before any proceeds of sales can be made available to creditors of the Gallery.

15. Responsibility for Loss or Damage / Insurance Cover

- a. The Gallery shall be responsible for the reasonable care and safekeeping of all consigned artworks for the period of consignment however if the Artist is not satisfied with the normal security arrangements in place at the Gallery then the Artist is responsible for insuring their artworks against theft or damage.
- b. The Gallery shall not be liable to the Artist for any loss or damage of artworks unless such loss or damage is due to negligence in the handling of the artworks.

16. Termination of Agreement

- a. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by means of 7 days written notification of termination from either party to the other.
- b. In the event of the Artist's death the estate of the Artist shall have the right to terminate this Agreement.
- c. Within 30 days of the notification of termination, all accounts shall be settled and the Artist shall collect or otherwise arrange collection of all unsold artworks from the Gallery.

17. Agreement Modification or Alteration

- a. Amendments to this Agreement must be signed by both Artist and Gallery and attached to the Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it. This agreement may not be assigned.

18. Disputes

- a. Should any dispute arise concerning any matter referred to in this Agreement, the dispute will be referred to the informal arbitration of two arbitrators, one to be appointed by each party. In the event of the arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators. No action or suit will be brought forward or maintained by either party against the other party until an award has first been obtained from the arbitrators or umpire.

19. Appended Consignment List

- a. This Agreement is not executed until an Artwork Consignment List signed by both the Artist and an authorised person on behalf of the B-MAC Gallery is appended to this Agreement.

Agreed and Signed by the Artist:

..... Date: / /

Agreed and Signed on behalf of the Gallery :

..... Date: / /

Name of person signing on behalf of the Gallery:

.....

Attachment 1 - Description of Display Cards

Display cards will be white, with black lettering.

The cards should not be larger than a standard business card.

Each card must contain at least:

- i. The Item Identification Code as described below;
- ii. The Title of the artwork;
- iii. The Artist's Name;
- iv. The sale price.

The Artist may also include additional information such as the medium or material with which the artwork is constructed.

Item Identification Code

An Item Identification Code is constructed as *XX.NN* where “XX” is an abbreviation of the Artist's name **assigned by the Gallery**. For example RVV = Ri van Veen, AP = Anu Patel, etc.

The “NN” is a number that is unique to an artwork created by the Artist.

If an artist has not previously exhibited work in the B-MAC Gallery then the first item so exhibited would be assigned the number 01, the second item would be assigned the number 02 and so on.

For example, the fictitious artist Arty Marsh might exhibit three items in an inaugural exhibition and these would be identified as AM.01, AM.02 and AM.03. Artists who have previously exhibited works in the Gallery would assign a number greater than that assigned to the last item they exhibited.

Item Identification Codes are written in the first column of the Artwork Consignment Lists.

NOTE: Where artwork items belong to a “family” of similar works and the sale price of all items in the “family” is the same then the Item Identification Codes may be reused for all items in that “family”.