



## ART CONSIGNMENT AGREEMENT ART RENTAL AND SALES PROGRAM

This art consignment agreement is between Semiahmoo Arts (SA) and the lending artist or agent for the artist (Artist).

**ARTWORK INFORMATION:** Artist: \_\_\_\_\_

Title/Description: \_\_\_\_\_

Medium: \_\_\_\_\_

Value: \_\_\_\_\_ Collection Reference #: \_\_\_\_\_

The Artist and SA agree to the following conditions for rental and sale of the artwork (the Work) to individuals, groups and others (Client):

1. SA will establish the monthly rental fee at a minimum of 3% of the assigned value of the Work.
2. The Artist's portion of the rental fees paid to SA will be 80% of the assigned value of the Work, accrued and paid to the Artist at periodic intervals during the year. Any sales tax owing to the Artist will be paid provided SA has been given the Artist's sales tax number.
3. The Artist is responsible for notifying SA of any changes in the value of the Work.
4. If the Work has been obtained through a commercial gallery, an artist's agent or another secondary source, a copy of this agreement will be forwarded to the artist by the agent or gallery.
5. All possible care shall be taken to protect the Work. The Client will assume responsibility for the Work when in the Client's possession. SA will assume responsibility for the Work when in SA's possession. SA is not responsible for fading, discoloration or other similar damage due to long term use by SA or for any loss or damage to the Work while it is in the possession of a Client.
6. The Artist is responsible for notifying SA of any change of address. If SA has been unable to deliver payment to the Artist or contact the Artist for a period of three consecutive years the Work and any monies owed will become the exclusive property of SA.
7. SA will notify the Artist when SA will no longer offer the Work. It is the Artist's responsibility to reclaim the Work. If the Artist wishes to regain possession of the Work, the Artist will give the Program 60 days' written notice.
8. The Artist agrees to have SA act as the Artist's agent in the event of the sale of the Work through the Art Rental and Sales Program. SA will deduct 20% of the purchase value of the Work as a fee for services. Artists are paid for sales on a quarterly basis. This provision does not preclude the Artist selling the Work independently.
9. The Artist agrees to rental of the Work to television and film production companies for use in productions, and to home staging companies.

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Semiahmoo Arts Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date