

**Hardscrabble Gifts LLC,
2013 Artist Consignment Agreement**

I. Artist: (Name, hereinafter "Artist"), Address, Phone, Email Address, Social Media))

II. Art Dealer:

Hardscrabble Gifts, LLC
3333 S Halsted St
Chicago, IL 60608
773-696-9574
hardscrabblegifts@gmail.com

Hereby enter into the following Agreement:

From: _____ To: _____

III. Consignment Terms

Artist agrees to consign the following goods: (please attached an itemized list of items).

Artist represents, certifies and warranties that he/she is the maker of any and all work(s) of art (hereinafter a/the "Work(s)") as defined in the Illinois Consignment of Art Act (815 ILCS 320/1) (hereinafter the "Act") Artist submits to Hardscrabble Gifts, LLC (hereinafter the "Hardscrabble") as contemplated in this Agreement and the Act.

Artist at his/her own cost shall deliver or ship any Work(s) covered by this Agreement to Hardscrabble. At the time of delivery, Artist and Hardscrabble will prepare and execute a 90 day agreement for consignment, and which shall contain the following information with respect to each Work:

- Technique / Media Used:
- Accurate Description of the Work:
- The minimum price for the sale of the Work (the "Minimum Price"), and any promotions / discounts to be given by Hardscrabble in its regular course of business.

Proceeds from the sale of each item will be paid to Artist as provided below. Hardscrabble shall retain 50% of (i) the actual sale price if sold at a higher price than the Minimum Price or (ii) the Minimum Price if sold at or below the Minimum Price of Hardscrabble's commission.

Hardscrabble may use or display any Work or a photograph of the Work or permit the use or display of the Work or a photograph of the Work on condition that Hardscrabble gives notice to users or viewers that the Work is Artist's work.

IV. Accounting, Payment, Taxes

Hardscrabble will furnish a listing of each Work sold in the previous month on the 1st of each month. Payment issued by Hardscrabble for Artist's share of proceeds from the sale of any Work will be issued within 30 days of the closing of the month in which the Work is sold. Artist may check the inventory at the Gift Shop or display within Hardscrabble at any time during normal business hours.

All payments made under this Agreement shall be made for the gross amount due to Artist, and Artist is solely responsible for any reporting and Income Tax amounts due either the Internal Revenue Service or the Illinois Department of Revenue. Artist represents, certifies and warrants that he/she is not subject to back-up withholding requirements by the Internal Revenue Service or any similar requirement of the Illinois Department of Revenue. Hardscrabble will be responsible for paying only the Sales Tax charged by Hardscrabble, to the Customer at point of sale.

V. Risk of Loss or Damage

Artist will be solely responsible for any loss or damage to a Work that occurs during shipment or delivery to and/or removal of the Work by Artist from Hardscrabble. Hardscrabble will be liable for any loss or damage to a Work while it is held by Hardscrabble as trust property pursuant to the Act, except when left beyond the contract period. In the event of any damage or loss, the amount payable to Artist shall not exceed 50% of the agreed Sale Price.

VI. Display and Transfer of Items

Hardscrabble shall have the right to display all Works delivered to it under this Agreement in any manner Hardscrabble deems appropriate. Hardscrabble reserves the right to determine the suitability of any Work for display or sale, and to return any Work deemed unsuitable as set forth below. Suitable Works will be displayed for no less than the number of days established in the list delivered with the Work.

Notice will be given to buyers that Works are Artist's work.

VII. Returns

Unsold Works will be removed from Hardscrabble by Artist at the end of the Agreement period. This Agreement automatically terminates as to any items returned to the Artist or removed by Artist prior to the end of the Agreement period. Hardscrabble will give reasonable notice to Artist that a Work is to be removed.

Artist has a continuing duty to maintain his/her current contact with Hardscrabble.

When Artist is unable or unwilling to remove a Work within 30 days after notice to remove has been sent to him/her, Hardscrabble agrees to make reasonable efforts to return the Work to the Artist. Reasonable effort will not require special shipping or handling procedures. If Work is not collected by Artist within 30 days of contract end, Hardscrabble reserves the right to dispose of the work.

VIII. Change of Information and Notices

Artist is responsible for notifying Hardscrabble in writing of any change in name, mailing and/or shipping address, telephone, email address or social media contact information. All notices are to be sent in writing to the addresses appearing above.

IX. Termination

This Agreement shall terminate automatically as set forth above, or upon the sale of all Works of Artist, and the payment of all funds due Artist. Hardscrabble may terminate this Agreement at any time after giving 30 days written notice to Artist during which time Hardscrabble may display or sell Artist’s Works as contemplated herein at the discretion of Hardscrabble. Artist may terminate this Agreement at any time after giving 30 days written notice to Hardscrabble and may remove his/her Works from Hardscrabble with reasonable notice during regular business hours.

X. Compliance with the Act

Except as modified herein, the consignment arrangement contemplated in this Agreement shall be governed by the terms and conditions of the Act.

XI. Signatures

Signed _____ Date _____
Artist

Signed _____ Date _____
On behalf of Hardscrabble Gifts, LLC

List of Consignor's Items

Item Description

Retail Price

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