

BELLEVUE ARTS MUSEUM CONSIGNMENT AGREEMENT

This Consignment Agreement is made effective as of _____ (mm/dd/yyyy) between:

“Consigner” Name: _____

Address: _____

City _____ State _____ Zip Code _____

Vendor Tax I.D. _____

Phone: _____

E-Mail: _____

Web page: _____ and

(“BAM Store”): Bellevue Arts Museum Store
510 Bellevue Way, NE
Bellevue, WA 98004

Consigner agrees to consign to BAM Store, according to the terms set forth below, the “Goods” described on any purchase orders from this date until termination of agreement.

Consigner and BAM Store agree to the following:

1. Title to Goods Consigner owns the goods. BAM Store will be responsible for all shortage, loss or damage while the goods are under the control of BAM Store.
2. Sale of Goods: In accordance with this Agreement, Consigner grants BAM Store the right to sell Goods. BAM Store requests at least 180 days to sell Goods. Consigner may request the return of Goods at any time. Unless notified otherwise, BAM Store may sell Goods on its online store. BAM Store makes no guarantee, express or implied, that any given Good will be sold. However, BAM Store will make every reasonable effort to effectively display and market the Goods within the BAM Store and on the BAM online Store.
3. Promotion: BAM Store requests artist statements and images of Goods from Consigner. BAM store may take in-house pictures of goods. BAM Store may use Consigner’s images and BAM Store’s own images of Goods in promotional materials, and on the online BAM Store. All reasonable efforts will be made to credit Consigner as the artist in the BAM Store, on the BAM Store web page and online store and in promotional materials.

- 4. Pricing: Consigner will determine the wholesale cost of the Goods. BAM Store agrees to pay Consigner the wholesale price of each Good sold. BAM Store will set its retail price at double the wholesale price. BAM Store may discount the retail price of Goods at any time. Any such discounts will not affect the wholesale price due to Consigner unless previously agreed to by Consigner and BAM Store.
- 5. Sales Tax: BAM Store will collect and manage sales tax for the Goods sold under this Agreement.
- 6. Payment: BAM Store has a 30-day return policy (there is no return limit for defective goods). Commission will not be paid to Consigner until after the 30-day return window has passed. Commission payments are issued at the end of the month FOLLOWING the 30-day return window.
- 7. Shipping & Delivery: Consigner is responsible for packing, shipping charges, insurance costs and other handling expenses to BAM Store. BAM Store is responsible for packing, shipping charges, insurance costs and other handling expenses of returning unsold goods to Consigner.
- 8. Warranty: Consigner hereby warrants that Consigner has unencumbered title to Goods, and that Goods are fully compliant with all local, state, and federal law and regulations. Consigner warrants that the descriptions of the Goods are true and accurate and that Goods are fit for the purpose for which they are sold.
In the event of a defective Good, Consigner agrees that BAM Store may replace defective Goods from BAM Store’s remaining inventory (if available) at no charge to BAM Store, or may request that Consigner replace the defective Goods or refund Store for the defective Goods. Neither party makes any warranties with respect to the use, sale or other transfer of the Goods by any third party.
- 9. Amendment or Termination: This Agreement may be amended, modified or terminated by either party by providing 30 days written notice to the other party.
- 10. Original document: Any photocopy or facsimile or electronically transmitted copy of this document shall be deemed valid as if original.

If you have any questions, please contact:

Nancy Whittaker, Retail Manager: nancyw@bellevuearts.org	425.519.0723
Barbara Di Ferrante, Buyer: barbarad@bellevuearts.org	425.519.0722

Consigner (signature) _____ Date: _____

Museum Representative (signature) _____ Date: _____