

# Northwest Woodworkers Gallery

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## Box Show Contract (3 pages)

This agreement is entered into by and between Northwest Woodworkers Gallery (the "gallery") and \_\_\_\_\_ (the "non-member") on this date, \_\_\_\_/\_\_\_\_/\_\_\_\_ .

**1.) Commission rate for consignment:** the gallery shall retain fifty percent (50%) of the gross retail price and all the sales tax, upon the sale of work consigned to the gallery. The artist will be paid fifty percent (50%) of the works sold through the gallery.

### **2.) Definition of Consigned work and Referrals:**

**Consigned rates** apply to the sale of any non-member goods which are exhibited on the gallery premises or presented to a gallery client in images (print or digital). Such pieces sold to a customer who viewed the work through the gallery, (whether sold at the time of exhibit or after) are held to the 50/50 consignment rate split. This includes the sale of all commissioned pieces which are of the same basic design as those displayed at the gallery, but which vary in color or size etc.

**Referrals** for custom design present the artist with an opportunity to work with Northwest Woodworkers' Gallery clients on the commission of a new design. These projects go beyond size or wood type modification and require that a design process with sketches be followed. The commission rate for these more complex orders is sixty-five percent (65%) to the artist and thirty-five percent (35%) to the gallery. As the gallery collects half the project cost from clients to initiate an order and the remaining balance plus tax when the project is completed, the artist would be paid the artist commission of each portion of the payment.

### **3.) Payment.**

The gallery shall mail a check for the sale price, less commission and sales tax to the non-member on or before the 10th day of the month following the sale of existing work.

The gallery is responsible for remitting all sales tax proceeds to the appropriate taxing authority.

### **4.) Insurance.**

The gallery has coverage for any losses or damage (beyond normal wear) whilst a piece is in our possession.

### **5.) Quality of Craftsmanship.**

The gallery retains the right to reject any piece showing defects in workmanship, or quality of construction or function.

### **6.) Shipping.**

Non-members are responsible for getting their work to and from the gallery, including insurance and other costs. The craftsman is responsible for all costs to return work. Items that arrive with damage / defect will be shipped back at the artist's expense.

### **7.) Establishing Pricing.**

Artists establish the price of their work. The gallery reserves the authorization to offer a 10% discount to the retail price of a piece to facilitate a difficult sales transaction. For the 2012 Box Show this potential 10% price discount would come out of the gallery portion of the sales transaction. If additional flexibility is requested by the client, the gallery may contact the artist about special negotiated pricing.

### **8.) Storage and Packaging.**

Due to space constraints, the gallery is no longer able to provide storage for unsold merchandise or save packing for return shipping of merchandise. All unsold Box Show items will be ready for pick-up or return shipping between January 2<sup>nd</sup> and 13<sup>th</sup>. For work needing to be sent in a crate, please make arrangements for the collection or disposal of the crate immediately following the delivery of the work.

**9.) Indemnification.**

Non-members shall indemnify, or hold harmless and defend the gallery against and in respect of any and all claims, demands, losses, costs, expenses, obligations, damages, recoveries, and deficiencies, including interest penalties and reasonable attorney's (s') fees that the gallery shall incur or suffer which arise, result from, or relate to the sale of the non-member goods hereunder.

**10.) Customer Guarantee**

The gallery sells fine artworks with a lifetime guarantee, which must be fully backed up and supported by all suppliers. The wording of our guarantee reads: "Should the item fail at any time during the lifetime of the original owner because of workmanship or materials we will either repair or replace it. The only exception would be for some customer requested modifications or wear and tear resulting from use." By signing this contract you are accepting these terms as your own for any works sold through our organization.

**11.) Damage.**

NWVG is a retail gallery serving a diverse audience in a busy downtown community. Every effort will be made to educate gallery visitors to treat all items with extreme care to avoid damage, though "normal wear" is to be expected. "Normal Wear" is defined as finger prints and light marks from handling, etc. Should an accident occur that does not result from failure in construction of a piece and is a result of activities or incidents outside of normal wear, a jury member and the gallery director will review the damage for possible repair. If it is determined this is not possible, the artist who owns the work will be full compensated for the piece as "loss".

**12.) Amendments.**

The gallery reserves the right to notify the non-member by email (sent to the address on record with the gallery) of any changes in the terms of the agreement, providing such changes are given in advance of their application.

**13.) Miscellaneous.**

a.) If by reason of breach or default on the part of either party it becomes necessary for either of the parties to enforce or defend any right or remedy, and should such a party prevail, said party shall be entitled to reasonable attorney's (s') fees and all costs and expenses extended or incurred therewith, including costs and attorney's (s') fees on appeal.

b.) This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, USA.

**In witness whereof, the parties hereto have executed this agreement on the day and year written above.**

Non-member artist name \_\_\_\_\_ (not your company name)

Email address \_\_\_\_\_ (required for anyone to show at gallery)

Name as it should appear on your checks \_\_\_\_\_

Address for billing \_\_\_\_\_

Phone \_\_\_\_\_ Website \_\_\_\_\_

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Please complete all fields of this form. This is the sole means by which all communication is effected.

Fill in N/A if there is no email address or website available.

\*\*\*\*\* Area below to be completed by gallery staff at time of receiving inventory \*\*\*\*\*

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Received by NFWF employee \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_

Bio info received: \_\_\_\_\_yes \_\_\_\_\_no

Images of artist work saved in 2012 Box Show folder on server: \_\_\_\_\_yes \_\_\_\_\_no