

CONSIGNMENT AND SALES AGREEMENT

Open Door Art Studio
1365 Grandview Ave., Columbus, Ohio, 43212

Date: _____

Consigner: _____

Phone: _____

Address: _____

City: _____ Zip Code: _____

E-Mail: _____

Important Selling Regulations – PLEASE READ CAREFULLY *Consignor – seller Consignee – Open Door Art Studio*

1. AGENCY/PURPOSE: The Consigner hereby employs Open Door Art Studio, hereinafter the Consignee, and authorizes said Consignee to sell any and all goods hereby Consigned.
2. WARRANTY: The Consigner hereby warrants that he/she created and possesses unencumbered title to the merchandise, and the descriptions as provided to Consignee are true and accurate.
3. CONSIGNMENT: When items hereby consigned are sold, the Consignee will retain 30% commission and will credit the Consignor the remaining 70% of the price received. Payment for items sold will be mailed to the above address for the Consignor on a monthly basis as items are sold.
4. NOTICE: No notice will be sent to the Consignor concerning goods sold or money due to the Consignor. The Consignor agrees to check with the Consignee during business hours concerning these matters.
5. TRIAL PERIOD: The Consignor and Consignee agree that the initial term of consignment for the merchandise shall be for a “trial period” of 60days, after which time, if Consignee determines lack of interest or sales activity in the merchandise, it shall be returned to the Consignor. Consignor will be notified and items will be held for pick-up.
6. DURATION OF CONSIGNMENT: This consignment agreement will remain in force for one year or until the Artist requests the return of any or all merchandise by written notice. This Consignment Agreement may also be extended by mutual agreement of both parties.
7. ARTIST RESPONSIBILITIES: All merchandise will be in good condition and ready for display/sale. When applicable the Consignor will furnish the Consignee with biographical data, data regarding prospective and existing collectors, and exhibit history. Cooperation and assistance in advertising, merchandising and publicizing the merchandise. Artists are responsible for any shipping cost of merchandise.
8. COLLECTION OF FUNDS/MERCHANDISE: Any money that remains uncollected for a period of one year after the last posting in the ledger book shall become the property of the Consignee. Any merchandise that has been held for pick up remaining six months after the first notification will become the property of the Open Door Art Studio.
9. INSURANCE: The Consignee shall not be liable or responsible for the loss or damage to the articles consigned caused by or resulting from flood, earth movement, or Acts of God.
10. RESPONSIBILITY FOR LOSS OR DAMAGE: Consignee shall furnish and maintain a suitable place for storage of merchandise and keep such merchandise insured against loss or theft. In the event of the above, Wholesale Prices assigned to the merchandise by the consigned and agreed upon the Consignee

11. DISCOUNTS/SALES: Open Door Art Studio will at times offer special discounts/sales. Items will be discounted at our discretion. If you do not wish for your select merchandise to be sold at a discounted price you will be responsible for informing the management.
12. TERMINATION OF AGREEMENT: This agreement may be terminated at any time by 30 days written notification of cancellation from either party. In the event of the Consignor's death, the estate of the Consignor will have the right to terminate the Agreement. All accounts will be settled and any unsold merchandise returned to the Consignor or in the case of death the personal representative or executor within 30 days of that notification of termination.
13. ACCOUNTING: Consignee agrees to provide Consignor with an annual accounting to include the following information: the description of items sold, date of sale, and sale price. An accounting will be provided upon request by the Consignor or in the event of termination of this Agreement.
14. INTEGRATION: This Agreement constitutes the entire understanding between the parties. Its terms can only be modified in writing when signed by both parties.
15. NOTICE AND CHANGE OF ADDRESS: All notices shall be sent to the Consignor at the address specified in the Agreement. Each party agrees to give written notification of any change of address prior to the date of said change.
16. PROMOTIONAL: Signing this agreement gives the Consignee permission to take photographs of Consigners work to use for promotional material.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CONSIGNEE: _____
Open Door Art Studio

CONSIGNOR: _____
(Signature)

(Printed name)

DATE: _____