



8100 Paseo del Ocaso # B
La Jolla, CA 92037
858-459-1196

Artist – Gallery Consignment Agreement¹

Artist Information:

Name: _____

Address: _____

Phone Number: _____

Email: _____

Tax ID: _____

(Social Security No. If Incorporated, Federal Tax ID)

LJAA Representative:

Name:

Position:

Signature and Date (The "Artist") and

Signature and Date (La Jolla Art Association Representative)

hereby enter into the following Agreement which shall be in effect from _____ (date) until _____ (date) or the expiration of the Artist's membership in LJAA.

Return this page to LJAA and retain pages 2 & 3 for your records.

¹ March, 2009 revision.

Agency / Purposes. The Artist appoints the La Jolla Art Association (“LJAA”) as agent for the works of art (“the Artworks”) consigned under this Agreement, for the purpose of exhibition and sale. LJAA shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. This Agreement applies only to works consigned under this Agreement and does not make LJAA a general agent for any other works.

1. **Consignment.** The Artist hereby consigns to LJAA, and LJAA accepts on consignment, those Artworks listed on the attached Artwork List, which is a part of this Agreement. Additional Artworks Lists may be incorporated into this Agreement at such time both parties agree to the consignment of other works of art. All Artwork Lists shall be signed by the Artist and a designated representative of LJAA.
2. **Artwork List.** Each Artwork List shall have a term and termination date during which the art works listed shall be covered by this Consignment Agreement. At the end of each period designated on the Artwork List, the Artist shall remove the works of art that remain unsold from the LJAA venue.
3. **Authority of Accepted Artist’s Work.** Works of art may be accepted for consignment only by a designated representative of LJAA, authorized to accept works of art according to this Agreement. LJAA may reject works of art at its discretion.
4. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
5. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to LJAA, and in their return to the Artist, are the responsibility of the Artist.
6. **Responsibility for Loss or Damage.** LJAA will make its best efforts to protect the Artworks while on exhibition at an LJAA facility. However, in consideration for the privilege of exhibiting the Artworks with the LJAA, the Artist hereby releases LJAA, its officers, agents, members, contractors, and employees from any and all claims the Artist may have by reason of loss or damage to the Artworks or to the personal belongings of the Artist, for any cause.
7. **Fiduciary Responsibilities.** Title to each of the Artworks remains with the Artist. If an Artwork is sold, title shall pass immediately to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for the Artist. LJAA shall pay all amounts due the Artist before any proceeds of sales can be made to the creditors of LJAA.
8. **Removal from LJAA.** LJAA shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first

obtaining written or verbal permission from the Artist. The general policy is that once a sale is made to a buyer, no refunds are granted more than 3 days after a sale.

9. **Pricing / LJAA Commission / Terms of Payment.** LJAA shall sell the Artworks at the Retail Price specified on the Artworks List, unless Artist authorizes LJAA to offer Artwork at a discount. The Artist and LJAA agree that LJAA's commission is 25% of the Retail Price. Payment to the Artist shall be made by LJAA within 30 days of the end of this Agreement if the term is less than 30 days, and within 30 days of the sale if the term is more than 30 days; and will include all commissions due for any / all Artworks sold or contracted for. LJAA assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork. When an Artwork is sold, LJAA will add the standard California state sales tax to the Retail Price and will forward the sales tax to the state. If a work is sold during the run of the show and up to one month after the close of the show, a 25% commission is levied. If payment is made directly to the artist rather than to LJAA, the 25% commission shall be paid by the artist to LJAA within 30 days of the sale.
10. **Accounting.** A statement of accounts for all sales of the Artworks listed on an Artworks List shall be furnished by LJAA to the Artist within 30 days of the termination date listed on the Artworks List. The Artist shall have the right to inventory Artworks in the LJAA's galleries, and to inspect any books or records directly pertaining to sales of the Artworks.
11. **Termination of the Agreement.** This Agreement may be terminated by either the Artist or LJAA, by giving a 30 day written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned to the Artist. If the Artist is displaying Artworks in an LJAA show limited to members of the LJAA, LJAA may terminate this Agreement upon failure to pay membership dues or to fulfill commitments to service required by the LJAA. Termination of this Agreement automatically incorporates all active Artwork Lists attached to this Agreement.
12. **Miscellaneous.** This Agreement represents the entire Agreement between the Artist and LJAA. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver or breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions of this Agreement. This Agreement shall

not be assigned, nor shall it inure to the benefit of the successors of LJAA, whether by operation of law or otherwise, without the prior written consent of the Artist. In any proceeding to enforce any part of this Agreement, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

13. **Changes in Status.** It shall be the exclusive responsibility of the Artist to inform LJAA of any changes in Tax ID or address during the term of this Agreement.
14. **Choice of Law.** This Agreement shall be governed by the law of the State of California.