

513 Manitou Avenue
Manitou Springs, CO 80829
719-685-1861
www.ManitouArtCenter.org



and

ARTIST _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

herby enter into the following Agreement:

1. **Agency; Purposes.** The **Artist** appoints the **Manitou Art Center** as agent for the works of art exhibited under this agreement, for the purposes of exhibition and sale. The **Manitou Art Center** shall no permit the **Artworks** to be used for any other purposes without the written consent of the **Artist**. This agreement applies only to works exhibited under this agreement and does not make the **Manitou Art Center** a general agent for any other works.

2. **Exhibition.** The **Artist** herby consigns to the **Manitou Art Center**, and the **Manitou Art Center** accepts on consignment, those **Artworks** listed on the attached Inventory Sheet which is a part of this agreement. Additional Inventory Sheets may be incorporated into this agreement at such time as both parties agree to the consignment of other works of art. All Inventory Sheets shall be signed by **Artist** and **Gallery**.

3. **Authority of Accepted Artist's Works.** Works of art may be accepted for exhibition only by Curator, Gallery Director, and Atrium Curator. The **Manitou Art Center** may decline artworks at the Gallery's discretion.

4. **Warranty.** The **Artist** herby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

5. **Duration of Exhibition.** The **Artist** and the **Manitou Art Center** agree that the term of exhibition for the **Artworks** is to be from _____, 20__ to _____, 20__, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, the **Manitou Art Center** requests that the **Artist** take back any or all of the **Artworks** with which request the other party shall comply within 10 days.

6. **Transportation and Storage 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 the **Manitou Art Center** are the responsibility of the **Artist**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from the **Manitou Art Center** to the **Buyer**, shall be the responsibility of the **Artists**. The **Manitou Art Center** will not be responsible for the condition of work left after the pick-up date, regardless of whether or not the **Artist** has made arrangements to store artwork at the **Manitou Art Center** beyond the pick-up date. If work is left more than fourteen (14) days after the pick-up date, it automatically becomes the property of the **Manitou Art Center** unless prior arrangements have been made with and agreed upon by the **Artist** and **Gallery**

Director. The **Artist** agrees that the **Manitou Art Center** has no obligation to notify the **Artist** of this change of artwork ownership under these conditions.

7. Responsibility for Loss or Damage, Insurance Coverage. The **Manitou Art Center** shall be responsible for the safekeeping of all consigned **Artworks** from the time of acceptance for jury until the pick-up date. The **Manitou Art Center** shall be strictly liable to the **Artist** for their loss or damage (except for damage resulting from flaws inherent in the **Artworks**), to the full amount the **Artist** would have received from the **Manitou Art Center** if the **Artworks** had been sold. (The **Artist's** percentage of sale). Any work left after the pick-up date will not be insured. Loss or damage payments shall be made to **Artist** upon receipt of insurance proceeds. **Artist** and the **Manitou Art Center** agree that this insurance provision constitutes the only claim **Artist** has for loss or damage of artwork consigned under this agreement, and **Artist** agrees to limit any claim against the **Manitou Art Center** to the amount of insurance proceeds received thereunder. The **Manitou Art Center** shall provide the **Artist** with all relevant information about its insurance coverage for the **Artworks** if the **Artist** requests this information.

8. Fiduciary Responsibilities. Title to each of the **Artworks** remains with the **Artist** until the **Artist** has been paid the full amount owing him or her for the **Artworks**; title then passes directly to the purchaser. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. The **Manitou Art Center** shall pay the amounts due the **Artist** before any proceeds of sales can be made available to the creditors of the **Manitou Art Center**.

9. Removal from Gallery. **Manitou Art Center** shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining written permission from the **Artist**.

10. Pricing; Gallery's Commission; Terms of Payment. The **Manitou Art Center** shall sell the **Artworks** at the Retail Price specified on the Inventory Sheet. The **Manitou Art Center** and the **Artist** agree that the **Manitou Art Center's** commission is to be 30% of the Retail Price of the **Artwork**. Any change in the Retail Price, or the **Manitou Art Center's** commission, must be agreed to in advance by the **Artist** and the **Manitou Art Center**. The **Manitou Art Center** shall be authorized to enter into installment sales arrangements provided the **Artwork** is not released to the purchaser until the sales price is paid in full. Payment to the **Artist** shall be made by the **Manitou Art Center** no later than the fifteenth (15th) of the month following date of full payment. The **Manitou Art Center** assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.

11. Discounts. The **Manitou Art Center** and the **Artist** agree to allow the **Manitou Art Center** the option to discount **Artworks** up to the ____ percent of the Retail Price which will be shared evenly between **Manitou Art Center** and the **Artist**. Discounts above the agreed discount percentage will not be applied without first obtaining permission from the **Artist**.

12. Promotion. The **Manitou Art Center** shall use its best efforts to promote the sale of the **Artworks**. The **Manitou Art Center** agrees to provide adequate display of the **Artworks**. The **Manitou Art Center** shall identify clearly with the **Artist's** name. The **Manitou Art Center** and the **Artist** shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in the **Manitou Art Center's** exhibitions and other promotional activities undertaken on the **Manitou Art Center's** and/or the **Artist's** behalf.

13. Reproduction. The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. The **Manitou Art Center** will not permit any of the **Artworks** to be copied, photographed or reproduced without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**.

14. **Termination of Agreement.** Not with standing any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either the **Manitou Art Center** or the **Artist**, by giving a thirty (30) day written notification of termination from either party ot 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 by **Manitou Art Center**. Any **Artwork** or other materials not returned or picked up by the estate within 30 days will become the property of **Manitou Art Center**.

15. **Procedure for Modification.** Amendments to the **Agreement** must be signed by both **Artist** and **Gallery** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

16. **Miscellany.** This **Agreement** represents the entire agreement between the **Artist** and the **Manitou Art Center**. 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 of any breach of any of the provisions of the **Agreement** shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. The **Agreement** shall not be assigned, no shall it inure to the benefit of the successors of the **Manitou Art Center**, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

17. **Choice of Law.** This Agreement shall be governed by the las of the State of Colorado.

Artist Signature

Gallery Representative



MANITOU ART CENTER

Liability Contract 2019

_____ For the benefit of Artist, the MAC (Manitou Art Center) shall insure the artwork itemized from the time of the acceptance for jury until the pick-up date in an amount equal to the net sales price; provided, however, that any on art piece shall not be insured for a sum greater than one thousand dollars (\$1,000.00). Any work left after the pick-up date will not be insured. Loss or damage payments shall be made to Artist upon receipt of insurance proceeds. Artists and MAC agree that this insurance provision constitutes the only claim Artists has for loss or damage for artwork consigned under this agreement, and Artist agrees to limit any claim against the MAC to the amount of insurance proceeds received hereunder.

_____ The MAC shall receive a commission of thirty percent (30%) of the total sales price of each artwork. All payments to the Artist will be made on the fifteenth of the month following the sale.

_____ Artists authorizes MAC to sell the artwork. The MAC shall be authorized to enter into installment sales arrangements provided the artwork is not released to the purchaser until the sales price is paid in full. The Artist shall be paid no later than the fifteenth (15th) of the month following the final installment.

_____ The MAC will not be responsible for the condition of work left after the pick-up date, regardless of whether or not the artist has made arrangements to store artwork at the MAC beyond the pick-up date. If work is left more than fourteen (14) days after the pick-up date, it automatically becomes the property of the MAC unless prior arrangements have been made with and agreed upon by the Artist and Gallery Director.

Removal date: _____

_____ The work shall remain on display for the duration of the exhibit for which the work was accepted. The Manitou Art Center will provide shipping provided the customer leave credit card information to pay for shipping, packing materials, insurance and all other costs incurred to ship artwork.

This agreement is made between:

Manitou Art Center
513 Manitou Ave.
Manitou Springs, CO 80829

ARTIST (Please print)

Artist Signature

Date