

WSO ARTIST/GALLERY CONTRACT - 2018 Fall Watercolor Exhibition

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This is an agreement between the undersigned Artist ("Artist") and the Watercolor Society of Oregon ("WSO"). This agreement also summarizes and discloses all of the rights and obligations between the galleries listed below, hereinafter referred to as "Consignee", and the Artist as "Consignor", for the delivery of the Artist's work to WSO for exhibition, and sale by the Consignee during the 2018 Fall Watercolor Exhibition and Traveling Show.

1. SALE PRICE, COMMISSIONS AND FEES: Works shall be offered for sale to the public at the sales price designated by the Artist, i.e. the price listed on the Entry Form. This designated price cannot be changed once the work is submitted to WSO. Consignee shall deduct and retain the following percent of the sales price as a commission on the sale of each work:

2018 Fall Exhibition/Travelling Show:

Elsinore Gallery, October 5 - October 30, 2018; Commission: 40%
444 Ferry St SE
Salem, OR 97301
Contact Person: Brent Allen 503-581-4642
www.elsinoregallery.com

Hillsboro Brookwood Library, November 1 - December 30, 2018; Commission: No commission
2850 NE Brookwood Pkwy
Hillsboro, OR 97124
Contact Person: Linda Gaudreau 503-615-6500
Linda.gaudreau@hillsboro-oregon.gov

Albany Public Library, January 2 - February 28, 2019; Commission: 15%
2450 14th Ave SE
Albany, OR 97322
Contact Person: LaRee Dominguez 541-917-7580
Laree.dominguez@cityofalbany.net

Elsinore Gallery, March 1 - March 30, 2019; Commission: 40%
444 Ferry St SE
Salem, OR 97301
Contact person: Brent Allen 503-581-4642
www.elsinoregallery.com

Spring Experimental Watercolor Exhibition Convention 2019
Portland, OR

2. PAYMENT & DELIVERY OF WORK: Consignee agrees to pay the Artist the net proceeds of sale after deduction of Consignee's commission. Payment to the Artist of his/her portion of the proceeds shall be made by deposit in U.S. mail to artist's address no later than forty (40) days after the receipt of payment for the Work. The artist will be responsible for the delivery of any sold Work to the purchaser. Shipping and insurance charges will be the responsibility of the Buyer. Works will be shipped COD and insured for full value, unless alternative arrangements have been made.
2. IDENTITY OF PURCHASER: In accordance with Oregon Law, ORS359.200 (as amended) ("Oregon Art Consignment Act") Consignee shall provide, upon written demand from the Artist, the name and address of the purchaser, date of purchase and price paid by the purchaser for the sale of an Artist's Work totaling \$100 or more.
3. APPOINTMENT OF AGENT: Artist hereby appoints WSO, through its president or other authorized officer, as his/her agent, to enter into and sign a consignment agreement on behalf of Artist with each Consignee listed in this Agreement. WSO shall provide Artist with a copy of any such agreement upon payment of a reasonable fee for duplication. Artist hereby agrees to hold WSO harmless for any loss or liability which may arise from acting as agent for the artist.
4. LIABILITY: To the full extent required by the Oregon Art Consignment Act, Consignee shall use the highest degree of care concerning consigned works of art in Consignee's possession. The Artist agrees that the Work is not in Consignee's possession during delivery to or removal from WSO's exhibit by the Artist. The Artist is urged to insure his/her Work which is in Consignee's possession because Consignee does not guarantee the Work against any or all loss, destruction or damage. If Consignee is found liable for loss, destruction or damage then Consignee shall be responsible to pay the Artist no more than that portion of the sales price of the Work as Artist would receive upon the actual sale of said Work. Fair market value is agreed to be the percent agreed upon in paragraph one hereof.
5. REMOVAL OF WORK: The Artist agrees that if his/her Work is in the 2018 Fall Exhibition, it will not be removed until after the completion of the show at Elsinore Gallery, 2018. Artist agrees that if his/her Work is chosen for the Traveling Show (tour), it cannot be removed until the completion of the tour in March, 2019. Artist and Consignee agree that Work sold on the Tour will not be delivered to Purchaser until the completion of the Tour.
6. DISPLAY PERMITTED: The Artist consents to and expressly agrees that Consignee may display Artist's Work in the WSO 2018 Fall Exhibition and Traveling Show. Artist agrees that photos may be taken of his/her Work by WSO or Consignee to be used in the Exhibition Catalog or for any publicity purposes.

The undersigned Artist hereby accepts and agrees to be bound by the terms and conditions of this agreement with Consignee:

Date: _____ Price: \$ _____ Telephone: _____

Email: _____

Address: _____ Zip: _____

Name (print): _____ Signature: _____