

WSO ARTIST/GALLERY CONTRACT - 2019 Fall Watercolor Exhibition
(ATTACH TO BACK OF PAINTING lower left corner)

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 **2019 Fall Watercolor Exhibition and Traveling Show**. 80 paintings have been selected for the October 2019 Bend convention. Out of these 80 there will be 20 to win awards. All 80 paintings will be on display at COCC Barber Library Rotunda Gallery until December 7. On December 7, the 20 award winners will be packed up to travel to different galleries as the WSO Traveling Show and the remaining 60 will be picked up by the creating artists. 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:

2019 Fall Watercolor Exhibition/Traveling Show

Rotunda Gallery COCC Barber Library October 5 – December 7, 2019

2600 NW College Way Bend, OR 97703

No commission

Canby Public Library December 7, 2019 – February 28, 2020

220 NE 2nd Avenue Canby, OR 97013

Hanna Hofer 503-266-3394 hoferh@canbyoregon.gov

No commission

Hillsboro Community Senior Center March 1- March 31, 2020

750 SE 8th Avenue Hillsboro, OR 97123

Paula Stewart 503-615-1090 Paula.Stewart@hillsboro-oregon.gov

No commission

Spring Experimental Exhibition, April 2020

Astoria, OR

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.

1. **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.

2. **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.

3. **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. Artist accepts all the responsibility for any copyright infringement.

4. **REMOVAL OF WORK:** The Artist agrees that if his/her Work is in the 2019 Fall Exhibition, it will not be removed until after the completion of the show at the Rotunda Gallery COCC Barber Library, Bend, December 7, 2019. 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 Astoria April, 2020. Artist and Consignee agree that Work sold on the Tour will not be delivered to Purchaser until the completion of the Tour.

5. **DISPLAY PERMITTED:** The Artist consents to and expressly agrees that Consignee may display Artist's Work in the WSO 2019 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: _____