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## SALT SPRING GALLERY OF FINE ART

### EXHIBITION AND CONSIGNMENT AGREEMENT

DATE: \_\_\_\_\_

Salt Spring Gallery is able to showcase artwork of guest artists in the ASpace of our gallery thanks to the dedication of our members who donate their own time to manage the planning and maintenance involved with running the gallery and events in the ASpace. The success of these exhibitions in the ASpace is nurtured by a cooperative and supportive relationship between our members and guest artists.

This Agreement sets out the obligations of Salt Spring Gallery and the guest artist / artist group regarding the delivery and consignment of their artwork to the Gallery, and reception details.

This Exhibition and Consignment Agreement is between:

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**("Artist")**

Address:

Email:

Phone:

and

SALT SPRING GALLERY OF FINE ART, ARTIST COOPERATIVE (**"Gallery"**)

Collectively, the **"Parties"**

Re: Exhibition of: \_\_\_\_\_ (**"Exhibition"**)

The Parties agree as follows (the **"Agreement"**):

#### 1. IMPORTANT DATES

Beginning: on \_\_\_\_\_ (date), the ASpace will be available for **set-up** of the Artist's Exhibition between \_\_\_\_ and \_\_\_\_\_, determined in conjunction with a Gallery member. (**"Set-Up Day"**)

The Exhibition officially opens on \_\_\_\_\_ at \_\_\_\_\_ (**"Opening Day"**)

The Exhibition **concludes** at 3pm on \_\_\_\_\_ (**"Closing Day"**). The Artist will take down and remove the Exhibition between 3 and 4pm on that day, in accordance with Take-down procedures outlined in **Annex A**.

The Artist cannot store any Artworks or supplies at the Gallery beyond the Closing Day. Any Artworks or supplies left at the Gallery beyond 5 business days after the Closing Day are deemed abandoned by the Artist, and the Gallery may, in its sole discretion, donate said items to a charity of its choice.

**Opening Reception:** \_\_\_\_\_ (date). The Artist will bring and set up own beverages and finger foods at 4pm. The reception will run from 5-7pm, with Gallery members managing sales, beverages, and greeting guests. The Artist agrees to abide by the Reception Protocols in **Annex B**, and will leave the Gallery clean and free of any garbage or debris promptly after the reception.

**2. ASpace RENTAL AND EXHIBITION FEE:** \$500 + 5% GST = **\$525** for the three (3) week period as set out above, plus 30% commission on any sales, including workshop or other attendance fees.

To reserve the space, a deposit of **\$262.50** (\$250 + 5% GST) must be paid at the signing of this Agreement. The balance is due prior to the **Set-Up Day**. The deposit is non-refundable, except if the Gallery is required to close due to unforeseen health or safety regulations, in which case the deposit can be deferred to a later date, or refunded.

**3. PROMOTION:** The Artist is responsible for marketing and promotion of their Exhibition. The Gallery is pleased to help promote the Exhibition through its own digital network, using professionally designed promotional materials. In order for the Gallery to provide this assistance, the Artist must meet with a Gallery member **at least 6 weeks in advance** of the Exhibition. Failure to do so may result in limited promotional opportunities by the Gallery.

**4. HANGING OF ARTWORK:** The Artist will meet with the Gallery in advance to discuss and agree on the hanging of the show. The Artist will hang the show and the Gallery will provide assistance. However, the Gallery will retain the overall right to make all final display decisions. All artwork on display at the Gallery must meet the presentation standards set out in **Annex C** to this Agreement.

## **CONSIGNMENT AGREEMENT**

**5. The Artist** has appointed the Gallery as agent for the works of art, workshops and related services (the “**Artworks**”) consigned under this Agreement for the purposes of exhibition and sale.

**6. The Artist** consigns to the Gallery, and the Gallery accepts on consignment, those Artworks listed on an attached **Inventory Sheet**, which forms part of this Agreement. **All Inventory Sheets shall be signed by the Artist and the Gallery in duplicate.**

**7. WARRANTY:** The Artist hereby warrants that they created and possess unencumbered title and copyright to the Artworks, and that their descriptions are true and accurate.

**8. DURATION OF CONSIGNMENT:** The term of consignment for the Artworks begins on the **Set-Up Day** and ends on the **Closing Day**. No HOLDS or early bird sales prior to 10AM on the Opening Day.

**9. TRANSPORTATION:** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to or from the Gallery are the Artist’s responsibility.

**10. PACKING AND SHIPPING SOLD ARTWORKS:** The Artist is responsible for all arrangements and charges related to packing and transportation of Artworks sold. At the Artist’s request, the Gallery will

charge the buyer a specified amount for packing and shipping. The Gallery will notify the Artist if this becomes necessary.

**11. INSURANCE:** The Gallery does not provide insurance coverage for the Artworks. Any insurance coverage, other than liability insurance for the Gallery premises, is the Artist's responsibility.

**12. REMOVAL OF ARTWORKS FROM GALLERY:** 1) The Gallery shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining the Artist's explicit permission in writing. 2) Artworks sold must not be removed from the Gallery prior to the end of the Consignment period, unless explicitly agreed to by the Parties.

**13. FIDUCIARY RESPONSIBILITIES:** Title to each of the Artworks remains with the Artist until the Purchaser has paid the full amount owing 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 Gallery shall pay all amounts due to the Artist before any proceeds or sales can be made available to creditors of the Gallery.

**14. PRICING; COMMISSIONS; PAYMENT TO ARTIST:** The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that the Gallery's commission is 30% of the Retail Price of the Artwork. Any change in the Retail Price must be agreed to in advance, in writing, by the Artist and the Gallery. Payment to the Artist shall be made by the Gallery within one (1) month from the end of the Consignment Period, and will deduct all commissions due and any outstanding amounts for any / all Artworks sold.

**15. ACCOUNTING:** A statement of account for all sales of the Artworks will be provided by the Gallery to the Artist, outlining the payment of all commissions due.

**16. TERMINATION OF THIS AGREEMENT:** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by giving a one (1) week written notification of termination from either party to the other. Please note that 50% of the total rental and exhibition fee is NOT refundable.

**17. PROCEDURES FOR MODIFICATION:** Any amendments to this Agreement must be signed by both the Artist and the Gallery and attached to this Agreement. Both Parties must initial any alterations made to this form and any additional provisions written onto it.

Signed: \_\_\_\_\_  
(Artist) (Printed name)

**DATE:** \_\_\_\_\_

Signed: \_\_\_\_\_ Position: \_\_\_\_\_  
(Gallery) (Printed name)

**DATE:** \_\_\_\_\_

## **ANNEX A**

### **Take-down Procedures**

At 3pm on the Closing Day, the Artist must:

- Remove all Artworks, display items, packaging material, and garbage by 4pm
- Patch any holes in the walls caused by the Artist's display
- Ensure all wall surfaces are clean of any putty or tape residue
- Put away any supplies provided by the Gallery into their appropriate containers
- Leave the ASpace in a reasonably clean state

**The Gallery does not have a garbage or recycling collection service. The Artist must remove and take home all garbage, compost, and recycling products from the Gallery at the end of their exhibition.**

## **ANNEX B**

### **Opening Reception Protocols**

#### **Artist Provides:**

- Guest book
- Flowers (optional)
- Paper napkins, beverages and labeled finger foods
- Assistance with set up and clean up of food and beverages
- Non-alcoholic beverages: typically, 3-4 bottles of bubbly water/juice. Inquire with Gallery receptions support person regarding coffee/tea/cocoa option
- If alcoholic beverages are to be served, Artist must obtain and abide by a Special Event Permit from <https://justice.gov.bc.ca/lcrb/sep> before the reception, and advise the Gallery. Any alcohol must be served by the Artist or a Gallery member holding a valid SPECIAL EVENT SERVER or SERVE IT RIGHT Certification

#### **Gallery provides:**

- Food table, tablecloth, wine glasses, vases, tea towels, coffee maker, cups
- Oversight of set up and clean up of food and beverage service.
- Special Events Server certified Gallery member to serve beverages, if Artist is unable to supply their own.
- Music/CD player (with a selection of CDs)
- Advice and support throughout the reception
- Transaction of all sales, red dots to wall labels on sold Artworks / green dots for 24 hour holds.

## **ANNEX C**

### **Presentation Standards**

**All artwork on display at the Gallery must meet the following presentation standards:**

- Wall art must be professionally presented and ready for hanging; e.g., framed, wired, finished sides, etc.
- Frames and mats for framed art should be good quality and in like-new condition (undamaged), and clean
- Fabric art must be clean and free of lint and hair
- 3D art must be clean, dust free, and stable
  
- Each piece must have a Label, including the Artist's name, Title or description of the artwork, medium, and price.
- Labels must be easy to read
- Labels must be consistent throughout the Exhibition
- Artist provides the Labels. The Gallery may provide Labels for a minimum donation of \$10.
- Adhesive white putty or UHU white tack may be used to mount Labels on the walls.

Artworks must be hung using Gallery provided or approved hardware, with oversight by a Gallery member.

Plinths are provided by the Gallery upon request.

Artists may bring their own display items, provided they will not cause damage to the Gallery. All personal display systems must be removed at the end of the Exhibition.

Artists must make every effort to not damage the walls or any surfaces in the Gallery. Artists must treat the Gallery and its equipment with care and respect, and are responsible for the repair or replacement of damaged property or equipment.