

Agreement is made this \_\_\_\_ day of \_\_\_\_\_ (month and year) between Bartlett Regional Hospital Foundation ("BRHF") and \_\_\_\_\_ ("Artist")

#### Recitals

BRHF exhibits and sells artwork; and the Artist has created and owns the artwork listed in the List of Inventory (the "Artwork") and desires to exhibit and sell the same; therefore, the parties agree as follows:

**1. Scope of Agency.** The Artist appoints BRHF to act as artist's nonexclusive agent for the exhibition and sale of Artwork in the following locations: Bartlett Regional Hospital and Blue Heron Gifts

This agreement shall cover only Artwork submitted by the Artist while this agreement is in force. BRHF shall document receipt of all Artwork consigned.

**2. Consignment of Inventory.** BRHF accepts on consignment, the Artwork listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.

**3. Pricing and Terms of Payment.** BRHF shall sell the Artwork only at the retail price specified on the List of Inventory. BRHF and the Artist agree that BRHF's commission is to be 30% percent of the retail price of the Artwork. Both parties must agree to any change to the retail price or BRHF's commission in advance.

#### **4. Discounts.**

In the case of discount sales, the discount shall be deducted from BRHF's commission. The Artist will be given the full Artist's share of the retail price as agreed.

#### **5. Payment.**

BRHF shall pay the Artist all proceeds due the artist within thirty days of sale of any Artwork. No "sales on approval" or "on credit" shall be made without the written consent of the Artist. All installment proceeds received by the BRHF shall first be paid to the Artist until the Artist has been paid in full.

**6. Accounting.** BRHF shall furnish the Artist with an accounting every 12 months. The first such accounting to be given on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Accounting shall identify each Artwork sold during the accounting period and the location of all Artwork consigned to BRHF that have not been sold. A complete and final accounting shall be provided in the event of termination of this agreement.

**8. Loss or Damage.** BRHF shall be strictly liable for loss or damage to any consigned Artwork from the date of delivery to BRHF until the Artwork is returned to the Artist or delivered to a purchaser. In the event of loss or damage that cannot be restored, the Artist shall receive the same amount as if the artwork had been sold at the retail price.

If restoration is suggested or pursued by BRHF, the Artist shall have veto power over the choice of the restorer. The Artist shall be responsible for all repairs to artwork necessitated by Artist's faulty workmanship.

**10. Transportation of Artwork.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the Artwork:

A. From the Artist to BRHF shall be borne by the Artist

B. From the BRHF to the Artist shall be borne by the Artist

**12. Promotion.** BRHF shall use its best efforts to promote, display and sell Artwork. BRHF shall clearly identify the Artist's name with all Artwork and shall include the Artist's name on the bill of sale for any Artwork sold by BRHF.

**14. Copyright.** BRHF shall take reasonable steps so that that the Artist's copyright in the consigned Artwork is protected in the Artist's name.

**16. Duration and Termination of Consignment.** The Artist and the BRHF agree that the initial term of consignment for the Artwork shall continue until \_\_\_\_\_, \_\_\_\_\_, and that the Artist will not ask for return of the Artwork prior to this date unless the agreement is breached by BRHF. Thereafter, this agreement shall continue until written notification of termination from either party to the other. Within thirty days of the termination notification, all accounts shall be settled and all unsold Artwork shall be returned to the Artist at the Artist's expense.

**17. Miscellaneous.** All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

**18. Governing Law.** This agreement shall be governed by and in accordance with the laws of the State of Alaska.

**IN WITNESS WHEREOF,** the parties hereto have signed this agreement as of the date below.

Artist: \_\_\_\_\_ (print)

Company Name (if any): \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

BRHF Representative: \_\_\_\_\_ (print)

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



E-mail \_\_\_\_\_