

Date:	Name:	
Address:	City, State, Zip Code:	
e-mail:	Cell Phone:	Other Phone:

Terms and Conditions Agreement

1.0 Consignment of Art Work

The Artist (Consignor) hereby consigns to Art/Not Terminal Gallery (Consignee) the Artwork on delivery to the Gallery, on the monthly art pick-up/drop-off date, properly registering art and paying in full the prescribed "hanging fee" for all the Artist's work to be displayed that month. Artwork will be displayed at A/NT Gallery. The location within the gallery will be at the Gallery's sole discretion, and the Artwork may be moved within the Gallery during the period of display (consignment period). The consignment period shall be from the consignment (drop-off) date to the termination or pick-up date (typically one month) as listed on the Gallery's website. Artwork must be undamaged and professionally framed where appropriate. Two-dimensional art must be equipped with a strand of wire or other fixture adequate for secure placement using the Gallery's hanging system. Only Artwork meeting these conditions will be accepted. Gallery will not be responsible for failure of the hanging system.

2.0 Consignment Fee Agreement

The Artist (Consignor) hereby agrees to pay in full the posted hanging fee for each item of Artwork for every consignment period the Artwork is in the Gallery. [Fees are listed on the Gallery website](#) and are subject to change without notice but will remain constant within a consignment period. This Terms and Conditions Agreement is the official pricing list and will be the standard to resolve any errors or disputes. All payments of consignment fees are final and not refundable.

2.1 Consignment Fees

Fees for two-dimensional and three-dimensional Artwork are listed at www.antgallery.org on the fee schedule page or, if in printed form, attached to this document. Fees for Active Members, those who provide at least seven hours of volunteer work to the Gallery per consignment period, are substantially less than those for Inactive Members.

2.2 Late Art Submissions

Artist must deliver Artwork by the end of the final day and time scheduled by Consignee for such delivery.

2.3 Limit on Measure of Artwork Submission

Artwork registered and delivered by Artist to be exhibited during the consignment period is limited to one-hundred and twenty inches (ten feet) measured as follows:

Work hung on walls - horizontal width including mat and frame.

Three-dimensional art - the greater of the longest dimension of the art or pedestal.

The above measures count towards the one-hundred and twenty inches regardless of whether a three-dimensional artwork is placed below two-dimensional art or if two-dimensional artworks are hung salon-style.

2.4 Sale of Registered Artwork

The Consignor may offer for sale the Artwork at prices entered during the registration. The purchase price and other details including the title, Artist name, and medium shall be taken from the Artist's registration form. It is the Artist's sole responsibility to assure that all data entered into the registration form are correct, properly spelled, and capitalized. A/NT (Consignee) shall use an electronic payment system for securely processing the customer's credit card payment. Payment may also be by check or cash. Consignee shall remit to the Artist the purchase price of the Artwork, less a fifteen percent sales commission to be retained by the Consignee, within thirty days of the sale and payment. Any loss due to theft, nonpayment, or payment reversal by the purchaser shall be borne by the Artist.

2.5 Removal of Artwork

At the end date of the consignment period published on the calendar of the Gallery's website, Artist shall promptly and safely remove his/her Artwork from the Consignee's premises without damage of any kind to the Gallery. Consignee shall have no responsibility for an Artwork after the end of the consignment period. If Artwork remains in the Gallery after the consignment period ends, Consignee will send a reminder email to Artist warning them that a fee of five dollars per day will be due until Artwork is removed from Gallery. Commencement of five dollar charge is at Consignee's discretion but no earlier than end of consignment period and no later than the fifteenth day after end of consignment period. Each piece left more than fifteen days after the end of the consignment period is subject to a charge of five dollars per day. Any artwork not removed by the Artist or agents within fifteen days after the end of the consignment period shall become the

property of the Consignee, and the Consignee may, at its discretion, retain or dispose of such work in any manner the Consignee chooses.

3.0 Bin Prints

An Artist may offer Bin Prints for sale in any consignment period in which the Artist has paid the required consignment fees for Artwork. The number of Bin Prints for any Artist will not exceed three for each consigned Artwork, with no more than a total of nine Bin Prints per Artist in any consignment period. Bin Prints will be removed at the end of each consignment period. Each Bin Print must be professionally packaged in a waterproof art-quality sleeve with a heavy backing of cardboard or material of similar stiffness. Only two-dimensional prints or small original art will be allowed and may be removed or rearranged without notice by Gallery. Bin Prints must be at least seven-inches at the shorter dimension and not more than twenty-inches at the longer dimension. Consignee shall remit to the Artist the purchase price of the Artwork, less a fifteen percent sales commission to be retained by the Consignee, within thirty days of the sale and payment. Any loss due to theft, nonpayment, or payment reversal by the purchaser shall be borne by the Artist.

4.0 Risk of Loss; Ownership

The loss of or damage to any Artwork while on the Consignee’s premises shall be the full responsibility of the Artist. Consignee will not intentionally commit or authorize any physical defacement, alteration, or destruction of any Artwork. The Artist, upon sale and payment by customer, shall relinquish title to the Artwork, which will pass directly to the purchaser. The Artist is responsible for any insurance desired on the Artwork.

5.0 Copyrights and Photography

Artist will allow photographic and digital images of his/her work to be made and used for Gallery administrative and promotional purposes such as brochures, point-of-sale, web media, and print media related to promotion of the Artwork. The right of promotional image display does not in any way convey or transfer the Artist’s copyrights. The Artist is expected to obey all copyright laws and regulations when selecting work for display at the Gallery. Consent to reproduce the Artist’s work for promotional or administrative purposes is hereby given as part of these terms and conditions. If the Artist seeks to limit photography of work in some way, such as the use of flash photography, that must be explicitly noted for each piece of Artwork at hanging. Such notice and the labeling thereof will be the sole responsibility of the Artist.

7.0 Public Relations/Privacy

Use of the Gallery’s name in all its forms (A/NT, A/NT Gallery, Art/Not Terminal, etc.) and its likeness and logos, shall not be allowed without written advance permission given by the Board or its designee(s). Distribution of public relations items or posts by an Artist implying Gallery sponsorship, endowment, or partnership

shall not be allowed without written advance permission given by the Board or its designee(s). The Gallery shall keep, to the best of its ability, the private information, data and financial information of customers secure. A secure point-of-sale, secure banking, and computer network shall be used to protect the private information of Artists and customers.

8.0 Termination

This agreement is for an indefinite term and shall terminate within 45 days of written notice by either party. On or before termination, the Consignor and Consignee shall settle accounts due and payable.

9.0 Notice

Notice required by this agreement shall be mailed to the parties at the address given or to the email address provided on the agreement.

10.0 Successors

The consignment agreement shall be binding upon and inure to the benefit of both of the parties thereto, their successors and assigns.

11.0 Governing Law

The laws of the State of Washington shall govern this consignment agreement.

12.0 Entire Agreement

This agreement has been read by the Artist (Consignor) and Art/Not Terminal Gallery (Consignee). Both agree that they fully understand the terms and conditions of the consignment agreement. The Artist (Consignor) agrees to these terms and conditions by registering work on the registration form of the Gallery website. This consignment agreement constitutes the entire agreement of the parties thereto. Modification of the consignment agreement can be done only in writing, signed in person by all parties, with copies provided to all parties.

Artist accepts these terms by completing the website registration.

Consignor accepts all the terms and conditions of the consignment agreement and agrees to all the requirements, guidelines, and conditions detailed.

SIGNATURES (if online, type in text box)

I agree to the above Terms and Conditions:

ARTIST FULL NAME DATE:

GALLERY AGENT DATE:

SAVE AND SEND TO [MICHELLE ISHIMITSU](#)