

Augustino Brewing Company - Gallery Artist Contract

Augustino Brewing Company, (ABC), agrees to accept artwork on consignment, listed on attached inventory, by _____, (ARTIST), for sale for a CONTRACT TERM beginning _____ and ending _____.

The following commission and payment terms will apply to each consigned artwork sold by ABC: 20% commission to ABC, 80% payment to ARTIST. By signing and initialing this document, both parties agree to each stipulation listed in this AGREEMENT.

_____ 1. ARTIST retains ownership of all work consigned to ABC. ARTIST retains copyright to all consigned artwork in perpetuity, as governed by law.

_____ 2. Retail sales prices for each consigned artwork will be established by ARTIST within ABC pricing guidelines. ARTIST agrees to abide by ABC decisions and ABC agrees to factor prior sales by ARTIST, market demand, and inventory knowledge into pricing guidelines.

_____ 3. ABC will exert all reasonable efforts to close sales of consigned artwork. ARTIST agrees to prove ABC, in a timely fashion and upon request, with any necessary documents or information in support of sales.

_____ 4. Payment to ARTIST will be provided within 30 days of receipt of full payment from BUYER to ABC. Artwork will not be released to BUYER until full payment is received by ABC. ABC agrees to provide account statements related to artwork sales upon request by ARTIST.

_____ 5. ABC will maintain general liability insurance as required by law. ARTIST agrees to indemnify and hold harmless Augustino Brewing Company and its agents for consigned artwork, including, but not limited to, accidental damage and theft. Insurance liability for artwork is NOT provided by ABC.

_____ 6. ARTIST agrees that original and duplicate artwork shall not be displayed or shown in other galleries in the Wichita Metropolitan Statistical Area while artwork is displayed at ABC during CONTRACT TERM. Exceptions to this stipulation must be approved, in writing, by ABC. ABC will extend efforts to accommodate unique and special opportunities that arise. For these opportunities, ARTIST must provide works from own gallery.

_____ 7. ABC agrees to hold on premises and display as appropriate all artwork described in attached inventory, which is an addendum to this contract. ARTIST is responsible to securely install artwork in designated areas determined by ABC on CONTRACT TERM beginning date _____. ARTIST agrees to remove all artwork at the end of this CONTRACT TERM, ending date _____. Artwork remaining after end of CONTRACT TERM shall be disposed of by ABC as abandoned property, unless CONTRACT TERM is renewed or prior arrangements are made in writing between both parties.

_____ 8. It is understood by both parties that artwork will remain housed at ABC, until and unless it is released to BUYER after payment of full purchase price.

_____ 9. ARTIST agrees to meet the following criteria regarding consigned artwork:

- a. Subject matter must be all ages appropriate
- b. Artwork must be able to be displayed in a manner unobtrusive to ABC business operations
- c. Artwork must meet size requirements and quantity guidelines:
 - i. Minimum size 5"x7" (quantity guideline minimum 20)
 - ii. Maximum size 72"x72" (quantity guideline minimum 4)
 - iii. General quantity guideline to fill designated space 10-25 pieces
 - iv. Standing Art no more than 12"x12" footprint and securely stable independently (quantity guideline maximum 2 and must accompany hanging artwork)
 - v. Hanging artwork no more than 3" depth

_____ 10. ARTIST agrees to personally appear at ABC Gallery Opening and one Event during CONTRACT TERM, dates to be determined. ARTIST may appear as often as convenient for both parties in addition to Gallery Opening and planned EVENT.

Please see attached inventory list. All artwork subject to independent approval by ABC.

By signing below and initialing above, parties agree to abide by all CONTRACT TERMS and Stipulations. Additional addendums are attached.

ARTIST Print Name _____

ARTIST Signature _____

Address, Phone, Email _____

_____ AUGUSTINO BREWING COMPANY Print Name and Title _____

AUGUSTINO BREWING COMPANY Signature _____

Date _____

Augustino Brewing Company, 756 N. Tyler Rd, Wichita, KS 67212 316-721-5554