FORTY X SIXTY EXHIBITION

ARTWORK CONSIGNMENT AGREEMENT

This Agreement made this _____ day of _____, 2022.

BETWEEN:

2148236 ONTARIO INC.,
o/a Nancy Johns Gallery & Framing,
4755 Wyandotte Street East
Windsor, Ontario N8Y 1H8

-and-

Name:_____ (the "Artist")
Address: _____
Postal Code:_____
Telephone no.:_____ Cell:_____
Email: _____

The parties agree as follows:

CONSIGNMENT OF ARTWORK

1. The Gallery accepts on consignment, the artwork (the "Artwork") listed on the attached List of Artwork. Additional lists may be incorporated into this Agreement (the "Agreement") if signed by both parties.

PRICING, COMMISSION AND TERMS OF PAYMENT

2. The Gallery shall sell the Artwork only at the retail price specified on the List of Artwork. The Gallery and the Artist agree that the Gallery's commission shall be 40 percent of the retail price of the Artwork before goods and services or retail sales tax. Both parties must agree to any change to the retail price or the Gallery's commission in advance.

_____ _____
Artist's initials Gallery's initials

3. The Gallery shall pay the amount due to the Artist by the end of the month with which that Artwork was sold in. No "sales on approval" or "on credit" shall be made without the written consent of the Artist. All installment proceeds received by the Gallery shall be subject to the Gallery's commission with the balance payable to the Artist in accordance with this Agreement.

ARTIST OBLIGATIONS

4. The Artist represents and warrants that he/she has created the Artwork, and that each piece does not violate any copyright and/or laws.

GALLERY OBLIGATIONS

5. The Gallery shall be responsible for cleanliness and good care of the Artwork for the duration of the Agreement. If unrepairable damage is made to the Artwork by the Gallery or those for whom the Gallery is in law responsible, the Gallery shall be responsible for the retail price as noted on the attached List of Artwork (less the Gallery's commission) for the damaged Artwork.

6. If no sale of the Artwork is concluded prior to termination of this Agreement, the Artwork shall be made available for pick-up by the Artist in the same state it/they was/were when first delivered.

DURATION AND TERMINATION OF CONSIGNMENT

7. The initial term of this Agreement shall continue until Saturday October 1st, 2022, and the Artist shall not ask for return of the Artwork prior to that date. Thereafter, the artist is responsible for pick up of Artwork un-sold. The Gallery is not responsible for the Artwork left at the Gallery past the date of Saturday October 8th, 2022.

   Should the artwork not be accepted, the Artist is responsible for pick up of Artwork by Saturday August 27th, 2022

   _____ _____
   Artist's initials Gallery's initials

REPRODUCTION

8. The Artist reserves all copyright to the reproduction of the Artwork except as noted in writing to the contrary. The Gallery may arrange to have the Artwork photographed to publicize and promote the Artwork. In every such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. The Gallery shall include on each bill of sale of any Artwork the following legend:

   "All copyrights to reproduction of the Artwork(s) identified herein are retained by the Artist."

RELATIONSHIP

9. The present agreement is a limited relationship. In no way does this Agreement make the parties partners, or does the Gallery become the agent or legal representative for the Artist.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first written above.

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2148236 ONTARIO INC.
o/a Nancy Johns Gallery & Framing

Seal
C/S

Per:_____
I have the authority to bind the Corporation

_____
Artist Signature

LIST OF ARTWORK

Description Retail Price Artist Price

*If your artwork does not have a title, please write "Untitled"

Title: Year: Medium: 40" x 60" on _____		
Title: Year: Medium: 40" x 60" on _____		
Title: Year: Medium: 40" x 60" on _____		
Entrance Fee: $15.00 + tax per piece _____		