

**ECLECTICS GIFT GALLERY CONSIGNMENT AGREEMENT**

Revised Wednesday, July 15, 2020

Date: \_\_\_\_\_

**CONSIGNOR:**

Name \_\_\_\_\_ Company Name \_\_\_\_\_

Address \_\_\_\_\_ Product Description \_\_\_\_\_

City/State/Zip \_\_\_\_\_ SS# \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_ Web Site \_\_\_\_\_

Hereinafter referred to as CONSIGNOR.

**CONSIGNEE:**

Name Eclectics Gift Gallery, Ltd.

Address 7015 Oak Street

City/State/Zip Kansas City, Missouri 64113

Hereinafter referred to as GALLERY.

1. **AGENCY:** CONSIGNOR appoints GALLERY as agent for the works of art consigned under this agreement, for the purpose of display and sale and agrees to pay an annual Consignor Participation Fee of \$35.00. This fee to be paid upon initial acceptance of consignor into gallery and renewable in January of each succeeding calendar year.
2. **WARRANTY:** The CONSIGNOR hereby warrants that he/she/it possesses unencumbered title to the artworks, and that the descriptions of such artworks on the consignment sheets are true and accurate. All items are to be made by the artist, no purchased items should be included unless substantially altered.
3. **CONSIGNMENT:** The GALLERY agrees to receive and accept possession of CONSIGNOR'S consigned products upon delivery to GALLERY. GALLERY further agrees to keep the consigned products stored at its place of business. The parties agree that title to the consigned products will be retained by CONSIGNOR until such consigned products are sold.
4. **PRODUCT LIABILITY:** The parties agree that the GALLERY will sell the consigned products in its own name, with such appropriate recognition as the CONSIGNOR may stipulate to through signature or labels or other means. GALLERY will make all sales without any warranties. CONSIGNOR will be responsible for any warranties to be extended to purchasers of the consigned products.
5. **PRICING:** CONSIGNOR will price and tag all inventory and will complete GALLERY inventory sheets in a neat, readable manner. There will be no changes to prices by either CONSIGNOR or GALLERY. GALLERY, following the sale of any of the goods consigned to it, will within the following calendar month, pay to CONSIGNOR 60% of the gross sale price of the works sold. GALLERY will be responsible for the payment of Kansas City, Missouri Gross Receipts Tax.
6. **PROMOTION:** The manner and location of display of CONSIGNOR'S artwork will be at the sole discretion of GALLERY. GALLERY retains right to display only works approved by GALLERY. In the event GALLERY decides not to display CONSIGNOR's works (individually or collectively) for a period of more than 90 consecutive days CONSIGNOR will have the right to initiate Termination of this agreement under the terms of paragraph 11.
7. **EXCLUSIVITY:** CONSIGNOR will provide a written account of any of his/her works being sold at any other location in the greater Kansas City area at the execution of this AGREEMENT. GALLERY will have right of first option to display additional works by CONSIGNOR but will have no rights in any works not selected for display at the gallery.

8. TRANSPORTATION RESPONSIBILITY: All expenses of shipping CONSIGNOR'S artwork to GALLERY will be borne by CONSIGNOR. Transportation charges from Gallery to Purchasers are the responsibility of GALLERY or Purchaser.

9. DAMAGE AND THEFT: GALLERY will take reasonable care to avoid damage or theft of artwork left in its possession but does not have a duty to insure any artwork. CONSIGNOR will be responsible for insurance of any artwork consigned under this agreement. GALLERY is not responsible for loss or damage to artwork consigned under this agreement, from any cause. In case of damage, GALLERY will notify CONSIGNOR, who may request item to be returned for repair or disposed of.

10. REMOVAL OF WORK: CONSIGNOR may not remove his/her work from GALLERY for 90 days after date of this agreement and GALLERY agrees to keep CONSIGNOR'S work for 90 days after date of this agreement. This arrangement will automatically renew in 90 day increments until either party gives notice in writing, to terminate this agreement.

11. TERMINATION: Provided that arrangements in paragraph 10 have been met, within 30 days after receipt of written notification of termination, all accounts will be settled and all unsold artwork will be removed from the GALLERY at CONSIGNOR'S expense. In the event of the CONSIGNOR'S death, the estate of CONSIGNOR will have all the rights of CONSIGNOR under the AGREEMENT.

12. ABANDONED WORKS OF ART. In the event CONSIGNOR has been notified of GALLERY's intent to terminate the Agreement, but CONSIGNOR fails to remove his/her/its works of art within the required 30 days, on the 31st day after said notification, the CONSIGNOR's works of art are considered by both parties to be abandoned and become the property of the GALLERY. At its sole discretion, the GALLERY may keep for sale, donate, or dispose of any portion of the abandoned works of art. One hundred percent of any sales of abandoned works of art are retained by the GALLERY.

13. PROCEDURES FOR MODIFICATION: Amendments to this AGREEMENT must be in writing and signed by both CONSIGNOR and GALLERY and attached to this AGREEMENT. Both parties must initial and date any deletions from this form and any additional provisions or modifications to it.

14. MISCELLANEOUS: This AGREEMENT represents the entire AGREEMENT between CONSIGNOR and GALLERY. There are no promises, AGREEMENTS, or representations of any type, neither oral nor written, not contained and set forth in this AGREEMENT. If any part of this AGREEMENT is held to be illegal, void, or unenforceable, for any reason, such holding will not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this AGREEMENT will not be construed as a continuing waiver of any other breaches of the same provision or other provisions hereof. This AGREEMENT will be freely assignable by GALLERY without written consent of CONSIGNOR, and will inure to and be binding upon the heirs, personal representatives, assigns and successors in interest of CONSIGNOR and GALLERY.

15. CHOICE OF LAW: This AGREEMENT will be governed by the law of the State of Missouri.

16. NOTICE: All notices under this agreement will be sent via US Mail, return receipt required for proof of delivery, to the address included above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective signatures and have agreed to the conditions set forth in this AGREEMENT, on the date and year first above written.

CONSIGNOR  
\_\_\_\_\_

\$35 Fee Received \_\_\_\_\_

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

GALLERY  
ECLECTICS GIFT GALLERY, LTD.

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

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