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| --- | --- | --- | --- | --- |
| Artist’s Information | | | | |
| Name |  | | | |
| Mailing Address |  | | | |
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|  |  | | | |
| Email |  | | | |
| Phone |  | Alt Phone |  | |
| Description of Media: |  | | | |
| Number of Pieces Submitted |  | | | |
| Total Retail Value: |  | | | |
|  | | | | |
| Inventory | | | | |
| **Item Name** | **Description/Size/Medium** | | | **Price** |
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**SET UP/ TAKE DOWN**

- Bring your artwork to Third Space Café ready to hang.   
- Location of artwork and display will be determined in consultation with the artist. Artwork may be moved during the display without the advance permission of the artist.

**INSURANCE**  
- Insurance of the artwork is to be covered by the artist.   
 **SUBJECT/CONTENT**

- While we promote and encourage the expression of the artist, Third Space Café reserves the right to determine the suitability of the work displayed on its premises.   
  
**PROMOTION**  
- Artists are encouraged to make their Bio (200 words or less) available to Third Space to be used in promotion.   
- All participating artists are encouraged to assist with the distribution of Third Space Café’s promotional material to the general public and targeted businesses.   
- Artists are encouraged to contact their mailing list (email: Facebook, Twitter, etc.) and include the Third Space Café website link to the Gallery on their website.

Please return the completed Artists’ Information Form, Inventory list, and contract to   
  
THIRD SPACE CAFÉ  
4345 QUEEN STREET

NIAGARA FALLS, ON  
L2E2K9

[csanche@thirdspaceonqueen.ca](mailto:csanche@thirdspaceonqueen.ca)   
289-929-9671

**ARTIST’S CONTRACT**   
with record of consignment

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Artist”) and THIRD SPACE CAFÉ (the “Gallery”)  
 (NAME)

Hereby enter into the following agreement:

1. WARRANTY. Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.
2. SCOPE OF AGENCY. Artist appoints the Gallery to act as Artist’s non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.
3. CONSIGNMENT. Artist hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in the Record of Consignment. Gallery shall not permit the Artworks to be used for any other purposes than its exhibition, sale and promotion without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.
4. DURATION OF CONSIGNMENT. Artist and Gallery agree that the initial term of consignment for Artworks is to be \_\_\_\_\_days starting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and that Artist does not intend to request their return before the end of this term. Thereafter, consignment may continue until Artist requests the return of any or all of the unsold Artworks, or Gallery requests that Artist takes back any or all of the unsold Artworks, with which request the other party shall comply promptly.
5. TRANSPORTATION. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to Gallery, shall be the responsibility of the artist. Artworks are expected to be installed to Gallery␣on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ during the gallery working days and hours. For return of Artworks from Gallery to Artist shall be the responsibility of the Artist.
6. PROMOTION BY GALLERY. Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on Artist's behalf.
7. PROMOTION BY ARTIST. On his/her own expense, Artist may wish to contribute to promotional campaign during the exhibition of his/her Artworks by ordering extra copies of the announcement card, printing own catalogue, recording video-statement on DVD, enlightening the opening reception by his/her own presence, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses.
8. COPYRIGHT. Artist shall provide name cards for all artworks. The gallery shall ensure all artworks be labelled name cards. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist." Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. In every instance of such use, the Artist shall be acknowledged as creator and copyright owner of Artwork. Photographing without flush light is permitted to the public in Gallery.
9. PRICING. Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the Record of Consignment. Any change in the retail price must be agreed to in advance by Artist and Gallery.
10. SALE. All Gallery sales are in Canadian dollars. In addition to agreed retail price, applicable sales taxes will be added to the bill of sale.
11. COMMISSIONS. Gallery and Artist agree that the Gallery's commission is to be 20% (percent) of the retail price of each work sold. Any change in Gallery's commission must be agreed to in advance by Artist and Gallery.
12. TERMS OF PAYMENT. Gallery shall pay Artist all proceeds due to the Artist within 30 (thirty) days of end of showing via cheque. ALL sales on credit shall be made without consent of Artist and, in such cases, the proceeds received by Gallery shall not be paid to the Artist until gallery has received payment of all proceeds due.
13. REMOVAL FROM GALLERY. Gallery shall not tend out or remove from the premises any of Artworks without first obtaining permission from Artist.
14. LOSS OR DAMAGE. The Artist hereby releases and saves harmless the Gallery and its partners from any claim or cost whatsoever resulting from the loss, theft or damage of artist’s property regardless of the cause of such loss, theft or damage. Gallery will take all reasonable precautions to protect the artist’s work from damage. However the Gallery shall not be responsible for any loss or damage that might occur to artist’s work.
15. SECURITY INTEREST. In the event of any default by Gallery, Artist shall have all the rights of a secured party and the Artworks shall not be subject to claims by Gallery’s creditors. Gallery agrees not to pledge or encumber any works in its possession, nor to incur any charge or obligation in connection therewith for which Artist may be liable. Gallery shall give notice, by means of a clear and conspicuous sign in full public view, that certain works of art are being sold subject to a contract of consignment.
16. TERMINATION OF CONTRACT. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement (Artist's emergency contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).
17. ARBITRATION. This Agreement shall be governed by the laws of the Province of Ontario, Canada. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.
18. MODIFICATIONS. This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.
19. RECORD OF CONSIGNMENT. Artist certifies that all Artworks listed will be available for exhibition and sale at the Gallery during the term specified in and of this Agreement.
20. FORFEITURE OF ART. Art left 30 days after exhibition ends is forfeited to Third Space Café.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below.

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SIGNATURE OF ARTIST DATE OF CONTRACT

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CHARISSA SANCHE, EXECUTIVE DIRECTOR, THIRD SPACE CAFÉ DATE OF OFFER

If you wish to discuss the contract further, or find any misprints in the description of your Artworks, please contact the gallery promptly. Otherwise, please sign both copies of the contract, keep one copy for your records, and send one copy back to Gallery, so we can initiate the arrangements for your exhibition. If Gallery does not hear from you during two weeks following the date of the offer, the above offer shall be considered to have expired.