## Art Consignment Agreement For Appalachian Pastel Society Non-Juried Show, Big Little Paintings, October 3 through October 30, 2019

| Gallery: |                 | BlackBird Frame & Art, LLC           |  |
|----------|-----------------|--------------------------------------|--|
|          | Representative: | John Horrocks                        |  |
|          | Address:        | 365 Merrimon Ave, Asheville NC 28801 |  |
|          | Phone:          | 828-225-3117                         |  |
|          | Email:          | john@blackbirdframe.com              |  |
|          |                 |                                      |  |
| Artist:  |                 |                                      |  |
|          | Name:           |                                      |  |
|          | Address:        |                                      |  |
|          | Phone:          | Email:                               |  |

The above-named Artist and Gallery ("BlackBird") have entered into the following Agreement, which shall be in effect from the date artwork is delivered to BlackBird until picked up following the show, in any event no later than November 15, 2019.

1. Artist appoints BlackBird as agent for the following work(s) of art ("the Art") consigned under this Agreement, for the purpose of exhibition and sale:

| 2. |        |        |              |
|----|--------|--------|--------------|
| Т  | -itle: | Price: | _Framed: Y N |
| -  | 541    | Deine  |              |
|    | Title: | Price: | Framed: Y N  |

- 3. It is Artist's responsibility to provide insurance against loss or damage; although BlackBird will make the same effort to protect the Art as it does to protect other artwork in the gallery, BlackBird does not accept liability for loss or damage.
- 4. Title to the Art remains with Artist until sold, whereupon title shall pass immediately to the purchaser. Artist's share of proceeds will be held in reserve for Artist until paid. After November 15, 2019, if art is not sold and BlackBird is unsuccessful in good faith attempts to contact the artist using the contact information of record, then after four months, title to and ownership of the Art shall change to BlackBird, to be sold or disposed of at BlackBird's discretion without compensation to the Artist.

During the show, Artist agrees to refer to BlackBird any inquiries or offers to purchase and agrees to not offer the artwork to any contact at a price less than that posted during the show without express agreement with BlackBird.

5. BlackBird will retain 40% of the sales price.

\_\_\_\_\_If initialed at left, Artist authorizes BlackBird to extend a discount of up to \_\_\_\_\_% of the Price as incentive to facilitate a sale. In the event the Price is discounted, both parties' share of the proceeds will be adjusted accordingly.

By signing this form, Artist acknowledges and accepts the conditions presented.

| Signature of Artist | Date |  |
|---------------------|------|--|
|---------------------|------|--|