



**Friends of Lakewold / Lakewold's Garden Shop  
12317 Gravelly Lake Drive SW, Lakewood, WA 98499**

**Garden Shop-Artist Consignment Agreement**

This representation agreement is entered into by Friends of Lakewold, hereinafter referred to as LG and \_\_\_\_\_, hereinafter referred to as Artist.

In consideration of the representation herein agreed to be paid by the Artist to Friends of Lakewold and in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **AGENCY/PURPOSES.** Artist appoints LG as agent for the works of art consigned under this agreement for the purposes of exhibition and sale. LG shall not permit the artworks to be used for any purposes other than display for sale without permission of Artist at said real estate located at 12317 Gravelly Lake Drive SW, Lakewood, WA 98499.
2. **TERM.** Artist and LG agree that the initial term of consignment for said artworks is to be six months for larger sculptures and one month and five days for smaller sculptures, commencing on the setup date of the exhibits:
  - \*Large sculpture exhibit-March 28<sup>th</sup>, 2016 to September 26<sup>th</sup>, 2016.
  - \*Smaller sculpture exhibit-April 25<sup>th</sup>, 2016 to May 31<sup>st</sup>, 2016Artist does not intend to request their return before the end of this term. Thereafter, Artist and LG may agree items will remain as consignment on an ongoing basis based on terms of paragraphs 6j and 19. At the end of the agreement period the Artist and LG may arrange a time and date for the removal of artworks if and when consignment agreement does not continue.
3. **COMMISSION.** LG shall receive a 20% commission on all of Artist's artwork sold at Lakewold Gardens. Artist \_\_\_\_\_.
4. **PRICING.** LG shall sell sculptures only at retail price specified on Artist's inventory sheet. LG and Artist agree than any change in the retail price must be agreed upon in advance. There will be no difference in Artist's sculpture prices sold at other Western Washington locations. LG assumes full risk for the failure to pay on the part of any purchaser to whom it has sold any sculptures.
5. **PROMOTION.** LG shall use commercially reasonable efforts to promote the sale of said artworks. LG agrees to provide a reasonable display of the artworks, and to undertake other promotional activities on Artist's behalf as LG deems appropriate. With agreement of Artist, LG will advertise exhibit and announce participation in the annual MayFest Celebration fundraiser/membership drive marketing efforts for the specific promotion of the sale of said works f artist.
6. **TERMS OF USE OF SPACE.** During the term of this agreement, Artist agrees to the following:
  - a. LG and Artist shall select which items shall be sold at LG.
  - b. LG need not accept for sale artwork, which in its sole discretion, it considers being controversial or offensive or not inline with LG.

- c. LG shall have sole discretion on where and how the Artist's art or work shall be displayed within or on LG property. LG may make use of the advice of NWSSA representatives to assist with placement of sculptures. LG shall not move the sculptures after display setup in order to sell the artwork. Smaller sculptures of movable size will be sold and removed by purchaser. Larger sculptures, Artist will be contacted to arrange removal and delivery of the piece to purchaser.
  - d. If Artist's artwork requires special displays or display support, Artist agrees at the discretion of LG to supply such displays at the Artist's expense. Such displays shall be agreed upon between LG and Artist prior to delivery and returned to Artist when no longer needed for displaying Artist's work. Artist \_\_\_\_\_
  - e. Upon delivery of artwork to LG, Artist shall provide a full inventory list, complete with a color photo of sculpture, prices and description on 8 ½" x11" paper to be placed in a binder as a reference guide/sales catalog to keep in the Garden Shop. The prices should be representative of the cost as retail whole, inclusive of LG's commission. In the event that Artist adds or removes any artwork from LG, it shall be Artist's responsibility to provide a new inventory list. LG shall not be held responsible for Artist's failure to do so. Artist \_\_\_\_\_
  - f. Artist shall have the right to inventory his/her artworks in LG by appointment.
  - g. LG reserves the right in its sole discretion to determine, if after the exhibit duration, the Agreement should be extended and therefore continue to represent said Artist or if representing the artwork in question is no longer in the best interest of LG or Artist.
7. PAYMENT FOR SALES OF ARTWORK. LG shall send Artist a check representing their sales during each yearly quarter, less LG's commissions, along with an itemized statement of sales. Artist \_\_\_\_\_
8. TRANSPORTATION RESPONSIBILITIES. Packing and shipping charges, insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of said artworks from Artist to LG, and in their return to Artist, shall be the responsibility of Artist, unless otherwise agreed between Artist and LG.
9. LARGE SCULPTURE SALES, REMOVAL & DELIVERY. Artist shall be responsible for the removal and delivery of large sculpture items. Artist and LG will determine the most appropriate day and time for removal and Artist will make all necessary arrangements with purchaser for delivery after consulting with LG.
10. ACCEPTANCE OF ARTWORK. Once work is approved for sale at LG, it is the artist's responsibility to deliver said work to LG. All work must be accompanied by a 8 ½ x11" inventory sheet with a photo of the sale item, Artist name, brief bio and contact information, description and price. Artist \_\_\_\_\_
11. ACCEPTANCE OF PREMISES. Artist accepts said LG in its present condition or as may be modified in the future by LG.
12. WARRANTY. Artist hereby warrants that he/she created and possesses unencumbered title to said artworks and that their descriptions are true and accurate. Artist agrees to indemnify and defend LG, its owners and employees against any claim arising from or relating to adverse claims of title or infringement of copyright or any other claim related to the rights of the Artist to sell the artwork with an unencumbered title.
13. DISCLAIMER OF WARRANTY. LG makes neither representation nor warranty, expressed or implied as to the amount of artwork that may be sold by LG.
14. TAXES. Artist shall be solely responsible for any income or other taxes attributed to Artist by virtue of the sale of Artist's artwork. LG will hold the City of Lakewood business license for its signed artists. LG will collect and submit all sales taxes on behalf of its signed artists. Artist is

recommended but not required to have a UBI number. Artist shall be solely responsible for providing LG's Tax ID number for income reporting purposes. LG's Tax ID number (or EIN) is 94-3041320.

15. DAMAGE, LOSS and INSURANCE.
  - A. LG may disclaim all liability for any piece, whether accepted or rejected or in the sales area, by sending written notice to the artist. LG shall not be liable for any work after LG has sent such written notice and thirty (30) days have elapsed.
  - B. LG shall be liable for the loss or damage to the approved work while it is in LG's possession where such loss or damage is caused by the negligence of LG or its agents. **LG is not liable for all types of outdoor items displayed outside that is damaged by weather or customers handling.**
  - C. Note cards and other paper items that are not presented for sale in sealed, clear protectors. LG is not liable for loss due to customer handling and subsequent soil or damage. Artist \_\_\_\_\_
  - D. LG agrees to reimburse Artist 60% of the retail price of any art work where LG is liable for loss or damage.
  - E. LG shall provide Artist with all relevant information about its insurance coverage for artworks if Artist requests this information.
16. SAFETY AND SECURITY. LG shall make every reasonable effort possible in regards to the protection and safety of LG and all artwork.
17. INDEMNIFICATION. LG shall not be liable for any injury to any person or for damage of any property related to the purchase or use of Artist's artwork. Artist shall indemnify and hold and save LG, its owners and employees harmless from all liability in connection with or arising from any claims including without limitation claims for actual or alleged injury or damage, plus reasonable attorney fees and costs associated with such claimed liability.
18. NON-WAIVER OF BREACH. The failure of LG to insist upon the strict performance of any covenants or conditions of this agreement in any one or more instances shall not be construed to be a waiver thereof.
19. TERMINATION FOR DEFAULT. If Artist defaults on any terms of this agreement, this Agreement, at LG option, shall terminate. In such case, LG shall have the right to immediately remove all of Artist's artwork from the display area.
20. TERMINATION OF AGREEMENT. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either LG or Artist, by means of ten (10) day written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty (30) days of the notification of termination, all accounts shall be settled and all unsold artworks shall be returned by LG.
21. HOLDING OVER. If Artist shall, with the consent of LG, hold over after the expiration or sooner termination of the term of this Agreement, or any extension or renewal hereof, the resulting representation shall, unless otherwise mutually agreed to the contrary, be for an infinite period of time on a month-to-month basis. During such month-to-month representation, Artist shall pay to LG the same agreed upon commissions, as herein above provided, unless a different rate shall be agreed upon and the parties shall be bound by all the additional provisions of this representation insofar as they may be pertinent. During such a holdover period, either party may terminate this Agreement upon giving the other party ten (10) days written notice.
22. REMOVAL OF WORK. Artist shall, at the termination of this Agreement for any reason, immediately remove all of Artist's artwork from LG. If Artist fails to remove Artist's artwork within thirty (30) days of termination of this Agreement, said artwork becomes the sole property of LG. LG shall have sole discretion on how to dispose of said artwork, including sale, gift, or by any other means of disposal.
23. ATTORNEY FEES. In the event either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other with respect to this Agreement, the prevailing party in such action shall be entitled to

reasonable attorney's fees, in addition to costs and necessary disbursements. "Action" shall include and arbitration proceeding.

24. NOTICES. All notices hereunder shall be delivered or mailed. If mailed, they shall be sent by certified or registered mail, return receipt requested. To LG or Artist at its address set forth below signature. Such notices may be sent to other addresses of either party hereto as they may advise from time to time in writing. All notices shall be deemed given when received.
25. ENTIRE AGREEMENT. This Agreement constitutes the whole agreement between LG and Artist. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing and signed by both LG and Artist.
26. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this representation Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this representation Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.
27. INTERPRETATION OF AGREEMENT. This shall be construed according to the laws of the State of Washington. The venue of any litigation between the parties hereto relating to this Agreement shall be courts with the appropriate jurisdiction in Pierce County, Washington.
28. PROCEDURES OF MODIFICATION. Amendments to the Agreement must be signed by both Artist and LG and attached to this Agreement. Both parties must initial deletions made on this form and any additional provisions written onto it.
29. Execution of this instrument may be by counterpart originals of this instrument, but shall be effective as if all the signatures were obtained in a single document. Each such duly executed counterpart, upon execution of this instrument of all parties, shall constitute duplicate original of this Agreement. The telefaxed signature of one or more of the parties to this Agreement shall bind the parties in the same manner as the original signature.
30. BINDING EFFECT. This Agreement is binding upon each of the parties hereto, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF,  
the parties hereto have caused this instrument to be executed on \_\_\_\_\_.

Friends of Lakewold \_\_\_\_\_  
Lakewold's Garden Shop  
PO Box 39780  
Lakewood, WA 98499

Artist \_\_\_\_\_

Name: \_\_\_\_\_ Business Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

UBI#: \_\_\_\_\_ Website: \_\_\_\_\_