



## EXHIBITION AND CONSIGNMENT CONTRACT

This agreement is between the Artist and Arts Benicia. A description of each artwork/object to be consigned is provided by the Artist, on the Inventory Form page. **If an artwork is a collaboration between two or more Artists, each Artist must complete and sign an Agreement for that Artwork as if it were theirs individually and solely.**

ARTIST Contact Information (Please PRINT):

Artist Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_

**Exhibition: Altered Scores**

**Exhibition Dates: July 24 – August 21, 2021**

**Artwork Pick Up:**

Friday, August 27, 4:00 – 6:00 pm

Saturday, August 28, 10:00 am – 12:00 pm

Arts Benicia, 991 Tyler Street, Suite 114 Benicia, CA 94510

**Operating Hours:** During the exhibition, gallery hours will be: Friday through Sunday, 1:00 to 5:00 pm. Staff are continuing to work at home during a period of phased return to operations in our city/county. To contact staff, please email [info@artsbenicia.org](mailto:info@artsbenicia.org) Please visit our website <https://artsbenicia.org/> for information on program and gallery operations.

**Art Sales:** Arts Benicia will retain 50% of art sales during this exhibition – to be split between Arts Benicia and the Vallejo Symphony-- and mail a check to the Artist at the postal address the Artist provides above, in the amount equal to 50% of the sales price declared by the Artist on the Inventory Form in this contract, within 30 days of the exhibition closing date. The Artist agrees not to offer the work for sale through any venue other than Arts Benicia during the length of the exhibition, and to treat sales during the 30 days following the close of the exhibition as having occurred through Arts Benicia. The Artist agrees Arts Benicia is not responsible for any commission, division of sales, or financial obligation between the Artist and any other gallery, organization, or person.

**Shipping of Sold Artworks:** Arts Benicia will work with the artist to arrange for shipping to a buyer using best practice shipping methods and to collect shipping costs from the buyer.

**Promotion:** Arts Benicia will be responsible for costs and labor associated with its own promotion of the exhibition and will send digital materials to artists for their use.

**Photos:** The Artist releases to Arts Benicia the right to photograph these artworks for documentation, publicity, and reporting purposes.

**Communication:** Arts Benicia communicates with Artists by email. Artists are responsible for checking all folders in their email (Promotions, Spam, etc.) to ensure they receive communications that we have sent. Arts Benicia is not responsible for email providers filtering our email messages or routing them to folders designated by the email provider algorithm.

**Warranties and Representations:** Artist represents and warrants that the descriptions of the artworks are accurate, that the Artist is the owner of such artworks or has full authority to enter into this Agreement, and that the works constitutes genuine works by the Artist and do not infringe upon the personal, copyright, or property rights of others.

### INVENTORY FORM

Complete the following for each work consigned. PLEASE PRINT CLEARLY. DO NOT SEPARATE ANY PAGES OF THIS CONTRACT. The undersigned hereby agrees to consign the following artworks for virtual exhibition at Arts Benicia:

**Artist Name (as you want on the label):** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Medium:** \_\_\_\_\_  
**Dimensions:** \_\_\_\_\_  
**Sales Price:** \_\_\_\_\_

**Artist Name (as you want on the label):** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Medium:** \_\_\_\_\_  
**Dimensions:** \_\_\_\_\_  
**Sales Price:** \_\_\_\_\_

**Artist Name (as you want on the label):** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Medium:** \_\_\_\_\_  
**Dimensions:** \_\_\_\_\_  
**Sales Price:** \_\_\_\_\_

(Use the back to add any additional works)

**Entire Understanding:** This agreement contains the full understanding of the parties, and any prior written or oral agreement between the parties shall merge into and be superseded by this Agreement.

Artist Signature:

\_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Arts Benicia Signature:



Celeste Smeland, Executive Director