



Artist/Company: \_\_\_\_\_  
Initial Consignment Period (3 months): \_\_\_\_\_

### General Consignment Contract

Tender Loving Empire, LLC

Agreement made this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_  
(artist/company) and Tender Loving Empire, LLC.

#### Recitals

Tender Loving Empire, LLC (TLE) exhibits and sells artwork; artist has created and owns the artwork listed in the List of Inventory (the "Artwork") and desires to exhibit and sell the same; therefore, the parties agree as follows:

- 1. Consignment of Inventory.** TLE accepts on consignment, the artworks listed on the List of Inventory sheet or invoice that corresponds to the Artist name listed above. Additional items will be incorporated into this agreement by TLE over consignment period as they are added by Artist.
- 2. Pricing and Terms of Payment.** TLE shall sell the artworks at the retail price specified by the artist. TLE and the artist agree that TLE's commission is to be 50% percent of the retail price of the artwork. Both parties must agree to any change to the retail price or the gallery's commission in advance.
- 3. Discounts.** In the case of discount sales, the discount shall be deducted from TLE's commission. The artist will be given the full artist's share of the retail price as agreed.
- 4. Payment.** TLE shall prepare payment for the artist in the form of a check or cash for all proceeds due the artist for a given month on or before the fifteenth day of the following month. If the artist lives locally, this payment will be held for the artist for pick up in-store. If the artist lives outside of Multnomah County, checks will be mailed to them on the fifteenth day of each month money is owed. Artists who wish to receive payment by mail must provide self-addressed, stamped envelopes in order to ensure payment delivery. TLE has the right to hold a payment if no self-addressed, stamped envelope is provided by Artist. In the event that the artist loses contact with TLE and does not claim check within six months of the date a check was issued, TLE is no longer obligated to pay artist the amount due from said time period. As long as payment is claimed within these guidelines and timeframes, TLE shall guarantee full payment for artworks not returned to the Artist in the event of bankruptcy or other termination of this agreement. The artist agrees to be held responsible for picking up payment by keeping in contact with TLE in order to assure receipt of payment. The artist understands that TLE will not initiate contact if payment is due to artist, and will void payment after 6 months without notification. The artist agrees to the above methods and timelines of payment.
- 5. Accounting.** TLE shall keep complete and accurate accounting records of all artwork and sales. Artist will have access to any/all records involving the items on the attached "List of Inventory" upon request.
- 6. Title and Ownership.** Title to each of the artworks shall remain in the artist's name until paid for by purchaser. Upon payment, title then passes to the purchaser. If item is not sold, Tender Loving Empire reserves the right to assume ownership of items if artist does not contact TLE within 6 months of consigning items. The Artist understands that TLE has the right to do so without notification. In this case, remaining items will be placed on sale and TLE will not be held liable for any payment to Artist for these items.
- 7. Loss or Damage.** TLE shall be strictly liable for loss or damage to any consigned artwork from the date of delivery to TLE until the artwork is returned to the artist or delivered to a purchaser. In the event of loss or damage that cannot be restored, the artist shall receive the same amount as if the artwork had been sold at the retail price, unless the artist excuses TLE from liability. If restoration is suggested or pursued by TLE, the artist shall have veto power over the choice of the restorer. The artist shall be responsible for all repairs to artwork necessitated by artist's faulty workmanship. If an item is damaged due to faulty workmanship as determined by TLE, TLE is no longer liable to pay artist any amount in any form for said item.
- 8. Transportation of Artwork.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks:
  - A. From the artist to TLE shall be borne by the artist
  - B. From TLE to the artist shall be borne by the artist, except in instances of arranged pick-up by local artists.
  - C. From TLE to any point other than the artist shall be borne by TLE.
- 9. Promotion.** TLE shall use its best efforts to promote, display and sell artworks.
- 10. Reproduction.** The artist reserves all copyrights to the reproduction of the artworks except as noted in writing to the

contrary. TLE may arrange to have the artworks photographed to publicize and promote the artworks and the TLE Store/Record Label. TLE is not responsible of any reproduction of artworks by those unaffiliated with TLE as a result of exposure to artworks in our store, website or promotions. Artist agrees to consent to TLE's full authority in matters of advertising, promoting, photographing or any other form of publicizing involving consigned inventory items.

**11. Duration and Termination of Consignment.** The artist and TLE agree that the initial term of consignment for the artwork shall continue 3 months from the initial start date, and that the artist will not ask for return of the artwork prior to this date unless the agreement is breached by TLE. Thereafter, this agreement shall continue until written notification of termination from either party to the other. If 6 months has passed without communication between the Artist and TLE, TLE reserves the right to terminate contract without notification. Within thirty days of the termination notification, the Artist must arrange for pick-up or shipping at the Artist's expense. TLE will hold all inventory not picked up for six months after termination notification. After six months, TLE will not be held liable for inventory left in TLE's possession and will not owe payment to Artist if items are placed on sale. The agreement shall automatically terminate with the death of the artist or if TLE becomes bankrupt or insolvent, or breaches the agreement.

**12. Exclusivity.** The artist will grant TLE neighborhood exclusivity by not selling or stocking the same products at other locations within a 10-block radius of TLE. Any exceptions must be approved by TLE.

**13. Miscellany.** All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

**14. Governing Law.** This agreement shall be governed by and in accordance with the laws of the State of Oregon.

**15. Long story short.** You are responsible for getting your payments and for keeping in contact. If you don't check in within 6 months, TLE has the right to void payments due, claim ownership of your items, put them on sale, and not owe you money for it if they are sold, without notification. We have to do this for organizational, accounting, time-constraint and liability purposes. We'd rather you get paid or keep your stuff, so please prevent this from happening by staying in contact through email or in person at 412 SW 10th Ave, Portland, OR.

**IN WITNESS WHEREOF**, the parties hereto have signed this agreement as of the date below.

Artist/Company: \_\_\_\_\_ (print) Phone \_\_\_\_\_

Checks payable to: \_\_\_\_\_ Email \_\_\_\_\_

Mailing address: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized signature in representation of Tender Loving Empire, LLC:

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

