

Shelter Cove Arts and Recreation Foundation (SCARF)
Art Gallery and Lost Coast Artist Group (LAC)
Consignment Agreement and Membership to LCA
Version 12-12-19

This Consignment Agreement ("Agreement") outlines the terms and conditions that exist between the undersigned artist ("Artist") and SCARF/Inn of the Lost Coast for the Artist to display their art at the Shelter Cove Art Gallery. The Gallery is sponsored and run by the Shelter Cove Arts and Recreation Foundation and Lost Coast Artist Group.

By signing this agreement, the artist(s), or if the artist is not of legal age, the artist's legal guardian (interchangeably referred to herein as the "artist") hereby agrees to the terms contained herein.

1. Definitions:

Artist- The undersigned person who has submitted, or will submit, art to be displayed at the Shelter Cove Art Gallery.

Gallery- The room or rooms at the Inn of the Lost Coast where art is displayed. The Gallery is sponsored by the Shelter Cove Arts and Recreation Foundation (SCARF). Referred to as the "Gallery".

Art- The term "art" can be any of the following, non exclusively items: paintings, photography, fish prints, stained glass and other items that may be permitted by the Shelter Cove Arts and Recreation Foundation.

Lost Coast Artists- The organization that manages the Gallery. LCA is sponsored by SCARF

SCARF- Shelter Cove Arts and Recreation Foundation - A 501c3 tax exempt organization that runs the Shelter Cove Art Gallery.

Shelter Cove Arts and Recreation Foundation and the Inn of the Lost Coast- referred to in this document as SCARF/Inn of the Lost Coast.

- 2. Location of Gallery:** The Gallery is located in the conference room and rooms attached to the conference room at the Inn of the Lost Coast, located at 205 Wave Drive, Shelter Cove, CA 95589
- 3. Membership in the Lost Coast Artists:** Artist acknowledges that artists who wish to display their art in the Gallery must be members in good standing in the Lost Coast Artists group. The fee to join the group is \$25 and annual dues are \$25 due in January of subsequent years. Lost Coast Artists has the right to change the yearly dues on an annual basis.
Please complete the following information for membership in LCA.

Artist's Name: _____ Address: _____
Phone: _____ Email: _____
Planned type of art to display: _____ Date: _____

Note: Art for Display does not have to be submitted at the time of submitting this application for LCA. Application can be given to LCA representative or mailed to SCARF 1060 Upper Pacific, Shelter Cove, CA 95589. If art is being submitted at a later date, details are listed in Section 27.

Dues submitted: Yes _____ No _____ **Until dues are submitted, art cannot be displayed in Gallery.** Checks should be made out to: Shelter Cove Arts and Recreation Foundation.

- 4. Release of Liability:** Artist, for him/herself and his or her heirs, issue parents, executors, administrators, trustees and assigns fully and forever releases and discharges SCARF/Inn of the Lost Coast and Lost Coast Artists, and its/their respective heirs, executors, administrators, trustees, officers, directors, shareholders, partners, affiliates, representatives, agents, employees, volunteers, successors, predecessors, transferees, and assigns (collectively, the Officers"), of and from any and all matters, claims, liabilities, demands, obligations, causes of action of every nature, kind, and description whatsoever, whether based in law, equity or otherwise, known or unknown, arising out of or in any manner relating to the Gallery, including any injury that Artist or Artist's art suggests as a result of being in the Gallery, in any Gallery storage areas, or during the transportation of Artist's art. This release extends to all days and times during which the Art is in SCARF/Inn of the Lost Coast's possession.
- 5. Assumption of Risk:** SCARF/Inn of the Lost Coast and its Officers make no representations as to the safety and security of the Gallery and take no responsibility for the action(s) orf other artists or individuals at the Gallery Artist hereby acknowledges that he or she has submitted art into the Gallery willfully, under the terms of this Agreement, and that the Artist hereby assumes the risk to their art associated with the Gallery, including but not limited to, the common risks, such as theft, damage, sunlight fading, accidental falling, incidental bodily contact, etc.
- 6. Consignment Fee:** Artist agrees to pay SCARF a consignment fee of twenty-five percent (25%) on any art sold while on display at the gallery. Such consignment fee is solely for the purpose of furthering SCARF's nonprofit endeavors consistent with SCARF's articles of incorporation, bylaws and all applicable laws and regulations. All taxes are the responsibility of Artist. There is no fee for having art displayed at the Gallery should art not be sold. Artists are asked to be realistic in the prices they charge for their art and if the Lost Coast Artists determines that the price being asked

for the art is excessive, Artists may be asked to lower their prices or risk having their art not accepted for display.

7. **Consignment Period:** Unless this Agreement is terminated due to the sale of the art, or if Artist provides written notice that Artist is removing his/her art from the Gallery, the length of this agreement is for the display of art for a period of at least 30 days with exceptions for artist-in-residence and student artist single day exhibits. The term may be extended an additional term of 30 days (or longer at the discretion of LCA).
8. **Replacement of Sold Art:** At any time during the above period of time, the artist may submit and with the approval of the Lost Coast Artist Gallery Directors, have a replacement piece of art displayed to replace a piece of art that has been sold.
9. **Rotation of Art:** Artist agrees and acknowledges that the art may be moved while on display at the Gallery. Artist also understands and agrees that art displays may be changed out on a rotation pattern and therefore their art will not be permanently displayed or in the same location at the Gallery.
10. **Size and Number of Pieces of Art:** The number and size of pieces accepted and displayed at any given time will be determined by the space available and is at the discretion of the Lost Coast Artists Gallery Directors. All art must be submitted with the form provided by SCARF detailing the artists name, medium, name of the artistic piece, dimensions and any other information the Lost Coast Artist require.

Presentation Specifications: All work must be prepared for exhibition and must be ready for hanging with strong hanging wire (or professionally installed picture cord) securely attached to a strong frame. No sawtooth hangers. No "U" clip frames. We recommend photographs be protected by glass or Plexiglass. No uniframe with glass or glass and clips.

NOTE: Overall framed dimensions can be no wider than 48" unless pre approved in writing by LCA. Diptychs, triptychs or other separate multi-panel works must be reviewed for consideration. Canvas on stretcher bars is acceptable with hanging wire.

11. **Hanging of Art:** No art may be hung in the Gallery without the approval of SCARF and the Lost Coast Artists Gallery Directors. The Lost Coast Artists Gallery Directors will handle all hanging, displaying and removal of art.

12. Hours of Gallery: The hours of the Gallery are as follows: Sunday through Saturday 11am-4pm. National Holidays and special events may affect days and hours of operation.

Artist understands and agrees to the fact that due to other events that happen at the Inn of the Lost Coast, that the Gallery may be closed when determined necessary by the management of the Inn of the Lost Coast. Artist acknowledges and agrees that there is no right to appeal their decisions regarding opening times of the Gallery. The hours/day the Gallery is open is subject to change.

13. Acknowledgement of Activities in the Gallery: Artist recognizes and agrees to the fact that the Gallery utilizes a private conference and meeting room owned by the Inn of the Lost Coast. Artist displays their art with the understanding that visitors, guests, and other people and meetings will be held in the Gallery and any and all risk to their art is Artist's responsibility. SCARF/Inn of the Lost Coast has management on site, but Artist understands and agrees that such management will not be in the Gallery to observe and watch visitors.

14. Art Submitted and Price: On an attached page, incorporated into this agreement are the names, prices of art being submitted for display. While management of the Inn of the Lost Coast may handle the sale of art and collect the money for that sale, the management of the Inn of the Lost Coast will not negotiate on behalf of Artist for the sale of the art. The Inn of the Lost Coast will collect the money and Artist will receive their proceeds after the Commission is taken. Artist understands and agrees that they will not be paid until approximately the tenth of the month after their art is sold depending upon when during the month the art is sold. Artist should not expect to be paid for at least 30 days after the sale of their art. Artist may change their asking price for their art, by submitting a revised attachment showing the new price. Artist may not change their asking prices more frequently than one time per month.

15. Artist Nights and Receptions: The Gallery expects to have special events to promote art. While not required, all artists who have art on display are expected to attend such events. Unless prior arrangements are made and confirmed in writing, Artist is not entitled to compensation for their appearance at the event. Artist may request to have a special event highlighting their art by asking the Art Gallery Directors. And obtaining permission from them and the Inn of the Lost Coast. Any beverages, food, etc that Artist wants to make available to visitors during the special event are at the expense of Artist. The artist is responsible for cleaning up after the event.

16. Special Artist Promotions: From time to time, Artist may be offered an opportunity to host a special event for their art at the Gallery. In accordance with all local laws, ordinances, and regulations, Artist may provide refreshments, wine and beer and other items for the event. All such

beverages and food are the responsibility of the Artist. SCARF/ Inn of the Lost Coast, and Lost Coast Artists and their Officers, have no obligation to pay for any of these expenses, nor are they required to ensure Artist's compliance with all local laws, ordinances, and regulations.

Notwithstanding the foregoing, the provision of wine and beer must be approved by SCARF/ Inn of the Lost Coast prior to the event. Artist is responsible for ensuring that all alcohol served is done so in compliance with all applicable laws.

- 17. Removal of Art:** Should the Lost Coast Artists determine that displayed art can no longer be displayed, or if the rotation term of the art is over, Artist, upon notification of the change out date, must remove such art. If Artist fails to remove such art within ten days of being notified that it is to be removed, the art may be taken down and placed in storage for a period not to exceed ten days. Art not picked up at the end of the ten day period may be considered abandoned and SCARF/ Inn of the Lost Coast may dispose of such art in any manner it deems appropriate including the sale of the art, at any price determined by SCARF/ Inn of the Lost Coast. Any proceeds from such sales will remain with SCARF and Artist forfeits any proceeds from those sales.
- 18. Determination of Acceptable Art for Display:** The Lost Coast Artists, SCARF and the Inn of the Lost Coast has sole determination of what art is acceptable for display in the gallery. Acceptable art must be determined to not be offensive, racist or of low moral character and not about subjects that are considered offensive to the general population. Examples of unacceptable art could include, but is not limited to, art containing nudity, vulgarity, or other objects that are in the opinion of the Lost Coast Artists, SCARF, and the Inn of the Lost Coast to be subjects that are against the law or radical.
- 19. Right to Use:** Artist hereby acknowledges that they are participating in an event open to the public and Artist hereby grants SCARF/ Inn of the Lost Coast and its Officers the nonexclusive right to publish images of Artist's art, Artist's picture and any information concerning Artist's name, or information regarding Artist's participation in the Gallery, in any electronic, written, and/or visual medium.
- 20. Warranty:** Artist warrants that he/she created and possesses unencumbered title, owns all intellectual property associated with the art that they are displaying at the Gallery. Artist further warrants that Artist has the right to sell their art. SCARF, Inn of the Lost Coast, and Lost Coast Artists and their Officers, do not warrant that the foregoing representations are true, have made no investigation into such representations, and shall not be liable or responsible for any misrepresentation made by Artist in this paragraph.

- 21. Termination of Agreement:** This Agreement may be terminated at any time by Artist or SCARF by providing the other party a 30 day written notice.
- 22. Final Expression:** This Agreement is the entire agreement between the parties and no other agreements either verbal or written are part of the agreement. This agreement may be amended only by a writing signed by the parties hereto.
- 23. Court of Jurisdiction:** This Agreement shall be governed by the laws of the State of California. Any disputes that require legal procedures will be conducted by the Courts in Humboldt County.
- 24. Indemnity:** Artist shall indemnify, defend and hold harmless, SCARF, Inn of the Lost Coast, and Lost Coast Artists, and their Officers from any and all liability relating to any of Artist's breaches of this agreement or due to any false representation contained herein, including but not limited to paragraph 21.
- 25. Severability:** Should any term or provision of this Agreement be found by a court of competent jurisdiction to be unenforceable or illegal, such invalidity shall not affect the enforceability of the remainder of the terms of this Agreement.

(To be signed when art is submitted to SCARF/LCA)

IN WITNESS WHEREOF, the undersigned parties hereby agree to the terms of this Agreement.

Artist Printed Name: _____

Artist Signature: _____

Artist address: _____

Artist phone: _____ Artist email _____

Date: _____

Lost Coast Artist Representative: _____ Date: _____