

# The Hobby Shop Art Consignment Agreement

The Artist (name, address, and telephone number): \_\_\_\_\_

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and The Hobby Shop, located at 1501 Ward Blvd. #245, Wilson, NC 27893 (252-291-3384) hereby enter into the following Agreement:

1. *The Hobby Shop; Purposes.* The Artist appoints The Hobby Shop as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition and sale. The Hobby Shop shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.
2. *Consignment.* The Artist hereby consigns to The Hobby Shop, and The Hobby Shop accepts on consignment, those Artworks listed on the attached Inventory Sheet which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. All Inventory Sheets shall be signed by Artist and Gallery.
3. *Warranty.* The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. *Duration of Consignment.* The Artist and The Hobby Shop agree that the initial term of consignment for the Artworks is to be \_\_\_\_\_ (months), and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Artist requests the return of any or all of the Artworks or The Hobby Shop requests that the Artist take back any or all of the Artworks with which request the other party shall comply promptly.
5. *Transportation Responsibilities.* Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to The Hobby Shop, and in their return to the Artist, shall be the responsibility of the \_\_\_\_\_.
6. *Responsibility for Loss or Damage, Insurance Coverage.* The Hobby Shop shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. The Hobby Shop shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks), to the full amount the Artist would have received from The Hobby Shop if the Artworks had been sold.
7. *Fiduciary Responsibilities.* Title to each of the Artworks remains in the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for the Artist. The Hobby Shop shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of The Hobby Shop.
8. *Notice of Consignment.* The Hobby Shop shall give notice, by means of a clear and conspicuous sign in full public view, that certain works of art are being sold subject to a contract of consignment.
9. *Removal from THS.* The Hobby Shop shall not tend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.
10. *Pricing; THS's Commission; Terms of Payment.* The Hobby Shop shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Hobby Shop and the Artist agree that The Hobby Shop's commission is to be 30% percent of the Retail Price of the Artwork. Any change in the Retail Price, or in The Hobby Shop's commission, must be agreed to in advance by the Artist and The Hobby Shop. Payment to the Artist shall be made by The Hobby Shop by the 15 day of the next month after the date of sale of any of the Artworks. The Hobby Shop assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.
  - A. The Hobby Shop agrees to act as your agent in the sale of the art listed on the Consignment Items List.
    - a. If you commission The Hobby Shop to sell your art work in store only at the price you requested less any discounts agreed upon you will pay The Hobby Shop a commission of 30%

with the remaining 70% of the selling price being paid to you, the consignor in manner stated below.

b. If you commission The Hobby Shop to sell your art work in the store and on our website at the price you requested less any discounts agreed upon you will pay The Hobby Shop a 25¢ per item non-refundable digital imaging fee, plus commission of 30% with the remaining 70% of the selling price being paid to you, the consignor in manner stated below. Digital imaging fees must be paid at the time the consignment items are received by The Hobby Shop.

c. If you commission The Hobby Shop to sell your items in the store, on our website and in our eBay store at the price you requested less any discounts agreed upon you will pay The Hobby Shop a 25¢ per item non-refundable digital imaging fee, an Ebay listing fee of \$2.00 per item up to \$49.99, \$3.00 per item for items \$50.00 - \$99.99, \$4.00 per item for items \$100.00 - \$499.99, and \$5.00 per item for items \$500.00 and over, plus a commission of 35% with the remaining 65% of the selling price being paid to the consignor in manner stated below. Digital imaging fees and eBay listing fees must be paid at the time the consignment items are received by The Hobby Shop.

11. *Promotion.* The Hobby Shop shall use its best efforts to promote the sale of the Artworks. The Hobby Shop agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist's behalf, as follows: \_\_\_\_\_

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The Hobby Shop and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in The Hobby Shop's exhibitions and other promotional activities undertaken on the Artist's behalf. The Hobby Shop shall identify clearly all Artworks with the Artist's name, and the Artist's name shall be included on the bill of sale of each of the Artworks.

12. *Reproduction.* The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Hobby Shop may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. The Hobby Shop shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist."

13. *Accounting.* A statement of accounts for all sales of the Artworks shall be furnished by The Hobby Shop to the Artist on a regular basis, in a form agreed to by both parties, as follows:

\_\_\_\_\_ (specify frequency and manner of accounting). The Artist shall have the right to inventory his or her Artworks in The Hobby Shop and to inspect any books and records pertaining to sales of the Artworks.

14. *Additional Provisions.*

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15. *Termination of Agreement.* Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either The Hobby Shop or the Artist, by means of 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 days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by The Hobby Shop.

16. *Procedures for Modification.* Amendments to this Agreement must be signed by both Artist and THS and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

17. *Miscellany.* This Agreement represents the entire agreement between the Artist and The Hobby Shop. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of The Hobby Shop, whether by operation of law or otherwise, without the prior written consent of the Artist.

18. *Choice of Law.* This Agreement shall be governed by the law of the State of North Carolina.

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(Signature of Artist)

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Signature of authorized representative of  
The Hobby Shop

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Date

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Date