

**Kootenay Art Sales**  
**Contractual Agreement Form**  
 www.kootenayart.com



1. **Agency: Purposes:** The **Artist** appoints **Kootenay Art Sales** as agent for the works of art (“**the Artworks**”) consigned under this **Agreement**, for the purposes of exhibition and sale. **Kootenay Art Sales** shall not permit the **Artworks** to be used for any other purposes without the written consent of the **Artist**. This agreement applies only to works consigned under this **Agreement** and does not make **Kootenay Art Sales** a general agent for any other works.
2. **Kootenay Art Sales Initiatives:** **Kootenay Art Sales** may provide the following services to the **Artist**.
  - a) photography of artwork/products for the sole purpose of exhibition on the **Kootenay Art Sales** website
  - b) product updates (including product descriptions and prices) on the **Kootenay Art Sales** website. The **Artist** must furnish **Kootenay Art Sales** with any changes to product descriptions or prices.
  - c) Artwork exhibition on an established e-commerce website
  - d) web-site maintenance- includes all changes necessary to keep the **Kootenay Art Sales** website current. (price updates, new products, changes to product descriptions)
  - e) web-site marketing – includes search engine submission, and all other marketing strategies.
  - f) e-commerce on a secure server so customers can safely pay using a multitude of mediums such as: Credit Card, Paypal, Cheque, and Money Order.
3. **Pricing: Kootenay Art Sales’s Commission: Terms of Payment.** **Kootenay Art Sales** shall sell the **Artworks** only at the Retail Price specified on the attached Inventory Sheet. **Kootenay Art Sales** and the **Artist** agree that **Kootenay Art Sales’s** commission is to be 30% added to the added to the **Artist’s** Asking Price on the **Artwork** before any applicable taxes or additional fees are added. The **Artist** and **Kootenay Art Sales** must agree to any change in the Retail Price, or in **Kootenay Art Sales’s** commission, in advance.
4. **Accounting:** A statement of accounts for all sales of the **Artworks** shall be furnished by **Kootenay Art Sales** to the **Artist** 45 days following the date of sale of the artwork. Payment, (minus the commission), will accompany this statement.
5. **Duration of Consignment:** The **Artist** & **Kootenay Art Sales** agree that the terms of consignment for the **Artworks** is to be for a default period of 12 months from the date the contract is signed by the **Artist** and **Kootenay Art Sales** unless otherwise specified on page four of this agreement..
6. **Artwork Discretion:** **Kootenay Art Sales** reserves the right to reject **artworks** and/or overturn any vote they deem inappropriate or discriminatory on the **Kootenay Art Sales** website.
7. **Warranty:** The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

8. **Marketing:** **Kootenay Art Sales** reserves the right to implement alternate marketing tools to increase sales using information accrued through the **Kootenay Art Sales** website. Terms will be negotiated with the **Artist**. (mail order catalogues, etc.) Also, **Artist** agrees not to create mail order catalogues or other marketing mediums without written consent from **Kootenay Art Sales**.
9. **Stocking Items:** **Artists** shall submit works to the **Kootenay Art Sales** website for voting approval as they deem necessary. Original art may remain in any location they see fit until sold either in the by them selves or on the **Kootenay Art Sales** website. It is the responsibility of the **Artist** to notify **Kootenay Art Sales** of any **Artwork** that is sold so we can make the necessary adjustments on **Kootenay Art Sales's** website.
10. **Restocking:** **Kootenay Art Sales** will contact the **Artist** if restocking is required, and arrange for either pick-up or delivery.
11. **Shipping & Handling:** The **Artist** is responsible for the safe packaging & shipping of items. Particulars of packaging will be discussed with individual clients. **Artists** may be enlisted to supervise packaging when a product is extremely fragile, awkward, or of substantial worth.
12. **Business Information:** **Kootenay Art Sales** does not permit the inclusion of business cards, tags, or any other medium that displays individual business names, website urls, phone numbers, mailing addresses, e-mail addresses, fax number, or any other contact information in packages that are to be sent out to customers of **Kootenay Art Sales**.
13. **Contacts:** Customer names & contact information is the exclusive property of **Kootenay Art Sales**. **Kootenay Art Sales** will only disclose customer information with individual **Artist's** if they deem it necessary to the given situation.
14. **Customer Relations:** **Kootenay Art Sales** is responsible for all customer relations including communication done via our website, e-mail, fax, phone, or in person; however, details of orders, and pertinent inquiries will be forwarded via email or phone to the **Artist**.
15. **Updates.** It is the responsibility of the **Artist** to inform **Kootenay Art Sales** or take the appropriate action themselves to any changes in products, prices, descriptions, sales, quantities, discontinued items or any other pertinent information concerning their product(s) or user information. All information on our site must be current.
16. **Product Information:** The **Artist** is to provide **Kootenay Art Sales** with complete descriptions of each product to be showcased on the **Kootenay Art Sales** website. Dimensions, quality of supplies, weight, special instructions, descriptions, & prices must be provided to **Kootenay Art Sales** by the **Artist**.
17. **Reproduction:** The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. **Kootenay Art Sales** will not permit any of the **Artworks** to be copied, photographed, (except **Kootenay Art Sales** for the sole purpose of website exhibition or advertising), or reproduced without the written permission of the **Artist**.
18. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**. **Kootenay Art Sales** 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**.” **Kootenay Art Sales** will include a copyright clause on our website for the protection of **Artists**.

19. **Fiduciary Responsibilities.** Title to each of the **Artworks** remains in the **Artist** until the **Artist** has been paid the full amount owing them 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**. **Kootenay Art Sales** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **Kootenay Art Sales**.
20. **Termination of Agreement:** Notwithstanding any other provision of this **Agreement**, the **Agreement** may be terminated at any time by either **Kootenay Art Sales** or the **Artist**, by giving a sixty (60) 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 45 days of the notification of termination, all accounts shall be settled.
21. **Procedures for Modification:** Amendments to this **Agreement** must be signed by both **Artist** and **Kootenay Art Sales** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.
22. **Miscellany.** This **Agreement** represents the entire agreement between the **Artist** and **Kootenay Art Sales**. 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 **Kootenay Art Sales**, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.
23. **Artist** agrees to carry out the terms of this agreement for the period covered in this contract.
24. **Choice of Law:** The laws of British Columbia, Canada shall govern this Agreement.

Sincerely, \_\_\_\_\_  
(Artist) (Witness if not signed in front of a Kootenay Art Sales Representative)

Sincerely, \_\_\_\_\_  
(Kootenay Art Sales Representative)

## Length of Contract

**From:** \_\_\_\_\_ **To:** \_\_\_\_\_  
*DD/MM/YYYY* *DD/MM/YYYY*

Consented and agreed to: **Artist**

Consented and agreed to: **Kootenay Art Sales**

Name: \_\_\_\_\_  
*PRINT*

Name (print): \_\_\_\_\_  
*PRINT*

Current Date: \_\_\_\_\_  
*DD/MM/YYYY*

Current Date: \_\_\_\_\_  
*DD/MM/YYYY*

**Signature,** \_\_\_\_\_  
*(Artist)* *(Witness if not signed in front of a Kootenay Art Sales Representative)*

**Signature,** \_\_\_\_\_  
*(Kootenay Art Sales Representative)*