



ARTIST-COASTLINE ART HUB CONSIGNMENT AGREEMENT

ARTIST: (Name, Postal and Email Addresses, and Telephone number):

and

THE COASTLINE ART HUB
26 Smith Street
Hub@coastline.com.au
1300 36 1066

hereby enter into the following Agreement:

- 1. Agency; Purposes.** The **Artist** appoints **The Coastline Art Hub** as agent for the works of art ("**the Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale. **The Coastline Art Hub** 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 **The Coastline Art Hub** a general agent for any other works.
- 2. Exclusive Representation.** The **Artist** hereby appoints **The Coastline Art Hub** as their sole representation throughout "Specific area" to sell or otherwise make available for acquisition to the public, the **Artist's Artworks during the nominated period of consignment**.
- 3. Consignment.** The **Artist** hereby consigns to **The Coastline Art Hub**, and **The Coastline Art Hub** 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 the **Coastline Art Hub**.
- 4. Authority of Accepted Artist's Works.** Works of art may be accepted for consignment only by _____.

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5. Warranty. The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

6. Duration of Consignment. The **Artist** and **The Coastline Art Hub** agree that the term of consignment for the **Artworks** is to be

from / / until / / , and that the **Artist** does not intend to request their return before the end of this term.

If the **Artist** is unable to collect the work on the due finish date they may instruct a representative to collect the work and notify in advance the **Coastline Art Hub** who their Representative is. The Representative will need to provide suitable identification at the time of collection.

Late collection of the works will generate a fee of \$25.00 per day per work.

7. 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 Coastline Art Hub** are the responsibility of the **Artist**.

8. Responsibility for Loss or Damage, Insurance Coverage. **The Coastline Art Hub** shall be responsible for the safekeeping of all consigned **Artworks** while they are in its custody. **The Coastline Art Hub** 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 Coastline Art Hub** if the **Artworks** had been sold. **The Coastline Art Hub** shall provide the **Artist** with all relevant information about its insurance coverage for the **Artworks** if the **Artist** requests this information.

9. 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 Coastline Art Hub** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **The Coastline Art Hub**.

10. Notice of Consignment. **The Coastline Art Hub** 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.

11. Removal from Coastline Art Hub. **The Coastline Art Hub** shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining written permission from the **Artist**.



12. Pricing; Coastline Art Hub 's Commission; Terms of Payment. The Coastline Art Hub shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. The **Coastline Art Hub** and the **Artist** agree that the **Coastline Art Hub will charge no** commission. Any change in the Retail Price, or in the **Coastline Art Hub 's** commission, must be agreed to in advance by the **Artist** and the **Coastline Art Hub**. Payment to the Artist shall be made by the **Coastline Art Hub** on the / / .

The **Coastline Art Hub** assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.

13. Quantity of Works, Weight of Works, Identification of Works and Framing of Works:

Up to 10 artworks may be submitted. Artworks must be the original unaided work of the artist and not copied from other work. No photo-reproductions or giclee prints. They must be dry at the time of hanging.

Total outer perimeter of combined artworks must not exceed 500cm x 300cm.

The total weight of the artwork shall not be more than 15kg.

A label indicating name of artist, title of work (all works must have a title), medium and price must be affixed to the back. All works must be signed by the artist.

Bare stretched canvases must be painted around all edges. If not, they must be framed.

The sides of unframed canvases at least 30 mm thick.

Artworks must have a cord ready for hanging and D rings with no projections. No screw eyes.

The back of the artwork must be taped with framing tape (eg Kikusui tape) (NOT masking tape) This is to ensure longevity of the work.

14. Promotion. The **Coastline Art Hub** shall use its best efforts to promote the sale of the **Artworks**. The **Coastline Art Hub** agrees to provide adequate display of the **Artworks**. The **Coastline Art Hub** 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**. The **Coastline Art Hub** and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in **The Coastline Art Hub's** exhibitions and other promotional activities undertaken on the **Artist's** behalf.

15. Reproduction. The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. The **Coastline Art Hub** will not permit any of the **Artworks** to be copied, photographed or reproduced without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright



owner of the **Artwork**. **The Coastline Art Hub** 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: Fred Smith.**"

16. Termination of Agreement. Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either **the Coastline Art Hub** 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 thirty days of the notification of termination, all accounts shall be settled and all unsold **Artworks** shall be collected by The Artist's Estate.

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

18. Miscellany. This **Agreement** represents the entire agreement between the **Artist** and **The Coastline Art Hub**. 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 Coastline Art Hub**, 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.

19. Choice of Law. This **Agreement** shall be governed by the law of the State of New South Wales.

Sincerely, _____ (Artist)

Sincerely, _____ (Coastline Art Hub)



Length of Contract

From _____ To _____

Consented and agreed to: **Artist**

Name _____ Date _____

Consented and agreed to: **The Coastline Art Hub**

Name _____ Date _____

Consignment Agreement Artworks List

Title	Medium	Dimensions w x h in cm	Retail Price

Bank Details:

Name _____ BSB _____ Acc _____

Artists

Signature _____ Date _____

Coastline Art Hub

Owner _____ Date _____

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