

SEATTLE EROTIC ART FESTIVAL

ARTIST'S CONSIGNMENT AGREEMENT

Artist Name: _____			
Business Name /Professional Name (if applicable): _____			
Mailing Address: _____			
City: _____	State: _____	Zip: _____	Country: _____
Home Phone: _____	Business Phone: _____		
Cell Phone: _____	Business Email: _____		
Home Email: _____	Web Address: _____		
Are you: <input type="checkbox"/> An individual (i.e., you are not a professional artist) <input type="checkbox"/> A sole proprietor <input type="checkbox"/> A corporation or LLC (choose one) <input type="checkbox"/> A general or limited partner With whom? _____			
There are occasions when SEAF makes public an artist's personal information, such as an artist's name, business email, web address, and so on. These occasions might include, for instance, the art catalog, on art labels, when an artist's work is shown on the SEAF website, or when the press or an art patron inquires about an artist's work.			
What information may be provided to the public? (check all that apply)			
<input type="checkbox"/> Name	<input type="checkbox"/> Web Address	<input type="checkbox"/> Business Email	<input type="checkbox"/> Business Phone <input type="checkbox"/> Country/State of Origin

THIS CONSIGNMENT AGREEMENT is made this day ____ of _____, 2012 ("the Effective Date"), by and between the Foundation for Sex Positive Culture ("FSPC"), a Washington nonprofit corporation located at 1602 15th Ave. W., Seattle, Washington, 98119, and the artist ("the Artist") named above.

RECITALS

- A. FSPC produces the annual event known as the Seattle Erotic Art Festival ("the Festival");
- B. FSPC has invited the Artist to display and sell the Artist's work(s) of art (the "Artwork") at the 2012 Festival; and
- C. The Artist desires to display and consign for sale the Artist's Artwork at the 2011 Festival.

AGREEMENT

- 1. Festival Dates and Location.** The Festival will take place June 16, 17, 22, 23, 24, 2012, at Fremont Studios (the "Venue"), located at 155 N. 35th Street, Seattle, Washington, 98103.
- 2. Agency; Purpose.** The Artist appoints FSPC as agent for the Artwork consigned under this Agreement, for the purposes of exhibition and sale. FSPC shall not permit the Artwork to be used for any other purposes without the written consent of the Artist. This agreement applies only to the Artwork consigned under this Agreement and does not make FSPC a general agent for any other works.
- 3. Consignment.**
 - a. The Artist hereby consigns to FSPC, and FSPC accepts on consignment, the Artwork listed and described on Attachment A ("Inventory Sheet"), which is a part of this Agreement.
 - b. The Artwork to be consigned shall include work the Artist is exhibiting during the Festival as well as any items the Artist is placing for sale in the Festival Store.
- 4. Duration of Consignment.** The Artwork shall be consigned to FSPC during the Festival dates listed in

Paragraph (1), above.

- 5. Sales Price of Artwork.** FSPC shall offer the Artwork for sale at the prices set forth on the Inventory Sheet, and shall not accept any lesser price without the prior consent of the Artist. Absent a prior written agreement, no Artwork shall be sold without payment in full.
- 6. Commission.** FSPC shall be entitled to a commission of 40% of the stated retail price of each piece of Artwork sold. The Artist shall be paid the remaining 60% of the stated retail price of each piece of Artwork sold.
- 7. Title.**
 - a. The Artwork is trust property in the hands of FSPC, which is a trustee for the benefit of the Artist until the Artwork is sold to a third party and the full amount due has been paid to the Artist, or until the Artwork has been tendered to the shipper for return to the Artist or has been picked up by the Artist or the Artist's agent.
 - b. All proceeds from the sale of the Artwork shall be held by FSPC in trust for the Artist.
 - c. Title to an Artwork remains in the Artist until the Artist has been paid the full amount due for the Artwork. Thereafter, title passes directly to the purchaser.
 - d. The trust relationship described above imposes no duty greater than that expressly provided above and does not give rise to any other fiduciary relationship.
- 8. Terms of Payment.** Payment to the Artist shall be made by check within 30 days after the end of the Festival.
- 9. Representations and Warranties of Artist.** The Artist hereby represents and warrants the following:
 - a. That the Artwork is original;
 - b. That the Artist is the sole creator of the Artwork, or that if any Artwork being submitted was created with assistance from, in collaboration with, or in conjunction with any other artist(s), that the other artist(s):
 - i. Have prior knowledge of the Artist's intent to display and sell the collaboratively created and/or produced Artwork at the 2012 Festival;
 - ii. Have expressly consented to the display and sale of the Artwork at the Festival and can, upon request, furnish a signed and notarized letter to that effect; and
 - iii. Have been duly credited, and that such credit will be displayed in conjunction with the Artwork.
 - c. That the Artist possesses unencumbered title to the Artwork;
 - d. That the descriptions of the Artwork are true and accurate;
 - e. That the Artist is the sole and exclusive owner of all rights granted to FSPC in this agreement and has all rights to enter into this agreement; and
 - f. That the Artwork does not, in whole or in part, infringe any copyright, or violate any right to privacy or other personal or property right whatsoever.
- 10. Transportation and Receipt of Artwork.**
 - a. **From Artist to Festival.** The Artist may deliver the Artwork to the Festival via shipper or hand-delivery.
 - i. Delivery via Shipper.
 - (A) If the Artist is shipping the Artwork to the Festival, the Artwork must be shipped to the following address:

Foundation for Sex Positive Culture
Attn: Seattle Erotic Art Festival
1608 15th Ave. W.
Seattle, WA 98119
 - (B) The Artist must provide an air bill from either Federal Express or UPS for the return shipping of any unsold Artwork. If the Artist does not provide such an air bill for the return of unsold Artwork, the Artist will be deemed to have donated any unsold Artwork to FSPC.
 - (C) If the Artist is shipping the Artwork to the Festival from within the United States, the Artist

understands and acknowledges that **Festival personnel will not accept domestically shipped Artwork that arrives earlier than May 20, 2012 or later than June 11, 2012.**

(D) If the Artist is shipping the Artwork to the Festival from a location outside of the United States, the Artist may ship immediately. Festival personnel will take delivery of internationally shipped Artwork **through June 11, 2012.**

ii. Hand Delivery.

(A) If the Artwork is being hand delivered, the Artist or the Artist's agent, shall deliver the Artwork to the following address:

Foundation for Sex Positive Culture
Annex Entrance
1608 15th Ave W.
Seattle, WA 98119

(B) The Artist or the Artist's agent **must deliver the Artwork on Sunday, June 10, 2012, between 9:00am and 6:00pm.** Festival personnel will not accept hand-delivered Artwork at any other time.

iii. Packing and shipping charges, insurance costs, and any other handling expenses are the sole responsibility of the Artist, regardless of the method of delivery.

b. From Festival to Artist.

i. All unsold Artwork will be packed by Festival personnel for return to the Artist. FSPC shall be responsible for the costs associated with repacking and preparing unsold Artwork for return.

ii. If the Artist has provided FSPC with an air bill for return shipping, Festival personnel will deliver the unsold Artwork to the designated shipper for return shipping to the address on the air bill.

iii. If unsold Artwork is being picked up in person, the Artist, or the Artist's Agent, may pick up the Artwork on June 25th, 2012, between 10:00am and 6:00pm at the following address:

Fremont Studios
155 N. 35th Street
Seattle, WA 98103

iv. Unless special written arrangements are made in advance, any artwork that is not picked up during the time designated in Paragraph 10(b)(iii) will be deemed a donation to FSPC.

11. Responsibility for Loss or Damage.

a. The Artist bears the risk of loss or damage to the Artwork incurred in the delivery of the Artwork from the Artist to the Festival.

b. Upon receipt of the Artwork by Festival personnel, the risk of loss or damage to the Artwork transfers to FSPC. This Paragraph 11(b) notwithstanding, Festival personnel may not unpack the Artwork immediately upon receipt. Therefore, if, upon unpacking, it is discovered that the Artwork is damaged, FSPC is not liable unless the damage occurred due to mishandling by or other negligence of Festival personnel.

i. If, upon unpacking, Festival personnel discover that the Artwork is damaged, Festival personnel will notify the Artist within 24 hours. Festival personnel will photograph the damage and provide the Artist with the photographs by electronic means.

ii. It shall be the Artist's sole responsibility to pursue recourse for the damage with the carrier or delivery agent. If requested, Festival personnel will provide the Artist with narrative documentation of the damage as it was discovered upon unpacking.

c. FSPC shall be responsible for the safekeeping of all consigned Artwork while they are in its custody, and will use its best efforts to protect the Artwork while it is being prepared for exhibition and sale, and while it is on exhibit and for sale. FSPC shall be liable to the Artist for loss or damage (except for damage resulting from flaws inherent in the Artwork), to the full amount the Artist would have received from FSPC if the Artwork had been sold.

d. Upon delivery of the Artwork to the designated shipper, or to the Artist or the Artist's agent, the risk of loss or damage to the Artwork transfers back to the Artist.

12. Insurance. While FSPC will make every reasonable effort to care for and protect all Artwork in FSPC's custody, FSPC does not carry insurance covering any Artwork. Therefore, the Artist is strongly encouraged to purchase insurance sufficient to cover the full retail value of the Artwork being consigned.

13. Reproductions.

- a. The Artist retains the copyright on all of the Artwork consigned.
- b. FSPC may, for the sole purpose of promoting the Festival, photograph them for inclusion in a catalog, or other promotional materials so long as, in each instance, the Artist is credited as the creator of the work and the holder of the copyright.
- c. The above paragraphs notwithstanding, photography is permitted in the event space, and the Festival's evening events are attended by the press. It is, therefore, possible that the Artwork may be photographed (intentionally or unintentionally) and appear, uncredited, on social media sites or in the newspaper. Although the Festival discourages anyone from directly photographing the exhibited art, the Festival is not responsible for photos taken by anyone other than the Festival's hired photographer(s).

14. Termination of Agreement.

- a. This Agreement may be terminated without penalty by either party up to 30 days before the date of Festival upon written notice.
- b. Notice to FSPC shall be sent to the attention of Festival Director, Clayton Hibbert, at FSPC's address, listed on the first page of this Agreement. Notice to the Artist shall be directed to the address listed on the first page of this Agreement.
- c. Neither party shall be liable for failure to perform in the event that the failure is due to the cancellation of the Festival; acts or regulations of authorities; civil tumult; inclement weather such that travel is prevented; strike; epidemic; or any other legitimate cause beyond the control of the party failing to perform.

15. Severability and Waiver. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. However, if any provision of this Agreement is found to be invalid under applicable law, the parties agree that the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

16. Governing Law; Venue.

- a. This Agreement and any attachments, shall be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.
- b. Any action to enforce, arising out of, or relating to any provisions of this Agreement shall be brought and prosecuted in the Superior Court of King County, Washington.

17. Attorney's Fees. If any suit or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party ("the Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all reasonable attorneys' fees and court costs of the Prevailing Party.

18. Entire Agreement. This Agreement, including the Recitals and Exhibits, constitutes the complete and final agreement between FSPC and the Artist, and may only be amended or modified in a writing signed by both parties.

THE PARTIES, intending to be legally bound, have executed this Agreement as of the date first indicated above.

Clayton Hibbert
Festival Director,
Foundation for Sex Positive Culture

Artist Signature