

ART CONSIGNMENT AGREEMENT

THIS ART CONSIGNMENT AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 20____, by and between ARC HUMAN SERVICES, INC., a Pennsylvania non-profit corporation with a principal place of business located at 111 W. Pike Street, Canonsburg, PA 15317 (“**ARC**”) and _____, an individual with an address of _____ (the “**Artist**”).

1. **AGENCY; PURPOSES.** The Artist appoints ARC as agent for the works of art consigned under this Agreement (the “**Artwork**”), for the purposes of exhibition and sale at 111 W. Pike Street, Canonsburg, PA 15317 (the “**Premises**”). ARC shall not permit the Artwork to be used for any other purposes without the written consent of the Artist.
2. **CONSIGNMENT.** The Artist hereby consigns to ARC and ARC accepts on consignment, the Artwork identified on the List of Artwork attached hereto as **Exhibit A**.
3. **WARRANTY.** The Artist hereby warrants that he/she created and possesses unencumbered title and full copyright to the Artwork and that their descriptions are true and accurate.
4. **DURATION OF CONSIGNMENT.** The Artist and ARC agree that the initial term of consignment for the Artwork shall be a minimum of ninety (90) days from the date the Artwork is delivered to ARC and then for an additional term at ARC’s discretion.
5. **TRANSPORTATION AND INSTALLATION/REMOVAL RESPONSIBILITIES.** The Artist shall be responsible for transportation and installation of the Artwork at the Premises including, but not limited to, packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery and installation of the Artwork. At the end of the consignment, the Artist shall be responsible for removing the Artwork from the Premises including, but not limited to, packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the removal of the Artwork. If anyone other than the Artist is to pick up Artwork, written authorization from the Artist must be presented by the person picking up the Artwork. All responsibility for the safe transfer of the Artwork remains with the Artist.
6. **RESPONSIBILITY FOR LOSS OR DAMAGE, INSURANCE COVERAGE.** ARC shall not be responsible for the safekeeping of consigned Artwork while they are in its custody. The Artist shall be responsible for maintaining any insurance coverage desired by the Artist on the Artwork in the sole discretion of the Artist. ARC assumes no liability for losses that occur unless such loss occurs due to gross negligence or intentional conduct of ARC.
7. **TITLE; COPYRIGHT.** Title to each of the Artwork remains with the Artist until the Artist has been paid the full amount owing him or her for the Artwork; title then passes directly to the purchaser. Sale of the Artwork does not constitute transfer of the Artist’s copyright, and Artist retains copyright in the Artwork after the sale.

8. **DELIVERY OF ARTWORK.** In the event of the sale of Artwork, the Artist or Purchaser shall be responsible for removal of the Artwork from the Premises and for transportation of and delivery of the Artwork to Purchaser including, but not limited to, packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the removal of the Artwork from the Premises and delivery of the Artwork to the Purchaser.
9. **PRICING; ARC'S COMMISSION; TERMS OF PAYMENT.** ARC shall sell the Artwork only at the retail price specified by the Artist in the List of Artwork attached hereto as **Exhibit A**. Any change in the retail price or in ARC's commission must be agreed to in advance by the Artist and ARC. ARC shall collect payment of the retail price and sales tax from the Purchaser. Payment to the Artist of the retail price less ARC's commission of 20% shall be made on or before the fifteenth (15th) day of the calendar month immediately following the calendar month in which the Artwork is sold. ARC shall retain the sales tax paid by Purchaser and remit same to the appropriate governmental entity.
10. **REMOVAL FROM PREMISES.** ARC shall not lend out or remove from the Premises any of the Artwork without first obtaining written permission from the Artist.
11. **PROMOTION.** ARC shall use its best efforts to promote the sale of the Artwork. ARC agrees to provide adequate display of the Artwork. ARC shall identify clearly all Artwork with the Artist's name and the Artist's name shall be included on the bill of sale of each of the Artwork.
12. **REPRODUCTION.** ARC shall have the right to use images of Artwork to publicize and promote the Artwork through social media, web page, print advertising and newsletters. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.
13. **TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this Agreement, the Agreement may be terminated at any time by either ARC 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 Artwork shall be removed from the Premises by the Artist.
14. **PROCEDURES FOR MODIFICATION.** Amendments to this Agreement must be signed by both Artist and ARC and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.
15. **MISCELLANEOUS.** This Agreement represents the entire agreement between the Artist and ARC. If any part of this Agreement is held to be illegal, void, or unenforceable, the Agreement shall be construed as if such invalid or unenforceable provision had not been included. 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 of provisions hereof. This Agreement shall not be assigned nor shall it inure to the benefit of the

successors of ARC, whether by operation of law or otherwise, without the prior written consent of the artist.

16. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
17. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts or by facsimile or other electronic transmission, all of which shall be deemed one and the same binding agreement.

SIGNATURES TO FOLLOW

Intending to be legally bound, ARC and Artist have executed this Agreement as of the above-mentioned date.

ARTIST

Name: _____

ARC HUMAN SERVICES, INC.

By: _____
Name: _____
Title: _____

**EXHIBIT A
LIST OF ARTWORK**

DESCRIPTION OF ARTWORK

RETAIL PRICE