



**Pottery**  
16 Jones Street  
New York, New York 10014  
tel: 212-242-4106  
[www.greenwichhouse.org/pottery](http://www.greenwichhouse.org/pottery)

## Greenwich House Pottery Pot Shop Consignment Agreement

<b>From:</b> _____ <b>Artist</b>  _____ <b>Address</b>	<b>To:</b> <u>Greenwich House Pottery</u> ("GHP") <b>Venue</b>  <u>16 Jones Street New York, NY 10014</u> <b>Address</b>
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### CONSIGNMENT AGREEMENT

1. The Artist consigns to GHP the artwork identified in the attached inventory list.

### Pricing and Commission

2. The gallery will offer the work for sale at the prices listed in the inventory. For any sale:
  - a) The artist will receive sixty percent (60%) of the retail price.
  - b) The gallery may offer a discount of up to ten percent (10%), to be shared equally between the artist and GHP.
  - c) If the work does not sell within six (6) months of the execution of this agreement, the work may be offered at a discount of up to twenty percent (20%), with the discount shared equally between the artist and GHP.

### Transportation, Packing, and Insurance

3. The artist is responsible for transporting the work to and from GHP and for insuring the work against loss or damage during transit or shipment. The artist will pack the work prior to delivery to GHP.
4. If the work sells, GHP will pack the work for the buyer. If the work does not sell, GHP will pack the work for return to the artist using the same or comparable materials as originally provided. The artist is responsible for picking up the work from GHP or arranging return shipment.

### Care of Artwork

5. GHP will take reasonable care of the work while it is in GHP's possession. The Jane Hartsook Gallery will exercise the same precautions in respect to loans that it does for the safekeeping of its own property and provides insurance for loss or damage only in the circumstance caused by fire, theft, earthquake, flood, explosion, or malicious damage while it is in on premises at GHP

### Alterations

6. The artist may not alter the work during the consignment period.

### Reproduction Rights

7. The artist retains all reproduction rights to the work. GHP may photograph the work and use the images for promotional or publicity purposes related to the shop or exhibition, with appropriate credit given to the artist.

### Termination



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- 8. Either party may terminate this agreement by providing thirty (30) days' written notice to the other. Upon termination, the artist will retrieve any unsold work from GHP.

**Agency and Ownership**

- 9. The artist appoints GHP as the exclusive agent for the sale of the work identified in the attached inventory list. The artist warrants that they own the work and all associated proprietary rights and have the authority to appoint GHP as agent for its sale.
- 10. Title to each work remains with the artist until the work is sold and the artist has been paid in full, at which point title transfers directly to the purchaser. GHP makes no guarantee regarding the sale of the work.
- 11. This agreement will automatically terminate upon the death of the artist or if GHP becomes insolvent.

**General Provisions**

- 12. This agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings. Any modification must be made in writing and signed by both parties.
- 13. GHP may not assign its rights or obligations under this agreement without the written consent of the artist.
- 14. If any provision of this agreement is found to be illegal, void, or unenforceable, the remaining provisions shall remain in full force and effect.
- 15. The waiver of any right under this agreement shall not constitute a waiver of any other right.
- 16. This agreement shall not be interpreted in favor of or against either party on the basis that one party or their counsel drafted any portion of the agreement.

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Artist signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Venue signature

\_\_\_\_\_  
Date



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