

**FCA Nanaimo Showcase 2018 - EXHIBITION CONTRACT & WAIVER**

The Federation of Canadian Artists Nanaimo Chapter (hereafter referred to “NFCA”) agrees to accept artwork on consignment in the FCA Nanaimo Showcase 2018 at the Ladysmith Waterfront Gallery, show runs April 13-20.

- **Intake is Thursday April 12, 2018 at 4-5pm**
- **Pickup is Friday April 20, 2018 at 4-5pm**

By signing this document, all parties agree to each stipulation listed in this Agreement:

1. All exhibiting artists must be a member in good standing with the Federation of Canadian Artists in Vancouver and be in good standing with the Nanaimo Chapter.
2. All exhibited works must be available for sale.
3. The following commission/payment terms will apply to each consigned artwork sold by NFCA unless otherwise expressly stated: 20% commission to NFCA, 80% payment to ARTIST.
4. If ARTIST is required to remit government taxes the ARTISTS is responsible for making sure the necessary taxes are remitted on the full purchase amount. The NFCA is not responsible for tax remittances or collection.
5. If a work is purchased by someone during the show that is unable to pickup after the show, artwork will be taken down and given to buyers during the show.
6. ARTIST retains ownership of all work consigned to or represented by the NFCA. ARTIST retains copyright to all consigned artwork in perpetuity, as governed by law.
7. ARTIST agrees that the NFCA may use an image of their art for promotional purposes whether online or in print, for supporting exhibition materials, or for any other NFCA function or future event.
8. ARTIST declares that the work they submit is original and not taken from any source of another's work and that they hold the copyright to this work or have written permission from the owner of the copyright to use the image in their original art work.
9. By signing this document, you confirm that the artwork submitted and delivered for this exhibition was not completed under the instruction of a teacher/instructor and was not completed as part of a workshop, class, formal education or development course.
10. Payment to ARTIST will be processed within approximately 30 days after receipt of payment from CLIENT to the NFCA.
11. Acceptance of installment payment on a sale will be subject to agreement by ARTIST. Under this agreement ARTIST agrees to accept partial payments as received by the NFCA. Artwork will not be released by the NFCA to CLIENT until full payment is received. Upon ARTIST request, NFCA will provide ARTIST with account statements of sales activity.
12. The NFCA promises to handle all artwork with the upmost care, however the NFCA is not responsible for stolen or damaged paintings if this may occur. If the ARTISTS is in need of insurance for their work the ARTIST is responsible for getting this themselves. The paintings are not insured through the NFCA insurance policy. By signing this waiver, the ARTIST agrees to not hold the NFCA, their staff, volunteers and representatives responsible for damage or loss. The ARTIST agrees to maintain responsibility of any costs associated with loss or damage to artworks, hang fixtures and frames.
13. Should the consigned artwork remain unsold at the end of show, ARTIST must retrieve their work in a timely manner. The ARTIST is responsible for arranging the collection / return delivery, and also responsible for any associated costs incurred for collection or return delivery. Pickup of paintings is on Friday April 20, 2018 at 4pm.

Date Signed: \_\_\_\_\_ Artist Signature: \_\_\_\_\_