



2023 CoMA All Members Show Form

Artist Name:

Address:

Mobile Number:

E-Mail:

When sending or dropping off work, please include this form, signed copy of Show contract and W-9, and an inventory of the work with descriptions and retail prices. The gallery will retain a 40% commission on all work sold.

Items must be RECEIVED by July 10, 2023 if you are mailing or dropping off. THIS IS A FIRM DEADLINE!

Work may be dropped off during normal business hours, or by making arrangements with gallery directly.

You may also mail work directly to the Gallery along with all the forms to:

Tim White c/o CoMA
217 Linden Street
Suite A
Fort Collins, CO 80524

Consignment Agreement

This Consignment Agreement ("Agreement") is by and between **Darvier Jewelry Design Studio**, having its principal place of business at the following address: 217 Linden Street

Suite A
Fort Collins, CO 80524 ("**Consignee**"),
and _____,
having its mailing address at

_____ (“Consignor”) entered into and made effective as of date last signed below. Consignor and Consignee may be referred to individually as “Party” and collectively as the “Parties.”

webstore, and as otherwise agreed in writing (using the Inventory Sheet) by the Parties.

AGREEMENT

Article 1 - TITLE & CONSIGNMENT OF GOODS.

- a. The Parties acknowledge and agree (i) Consignor retains all rights, title and interest in and to Consignor’s product(s) (“Product(s)”), until such time as the Product(s) is purchased; (ii) The Product(s) is not intended as a security of any kind; and (iii) Neither Party grants any exclusivity of any kind under this Agreement.
- b. Products are listed in Attachment 1 “Inventory Sheet” attached hereto and incorporated by this reference.
 1. Either Party may make edits to the Inventory Sheet, with the other Party providing its agreement with or response to such edits. All Inventory Sheet edits must be documented in writing, with email being acceptable.
 2. Consignor grants Consignee the right to sell the Product(s) at Consignee’s principal place of business (listed above), on Consignee’s

Article 2 – DELIVERY & PROCESS.

- a. Consignor agrees to deliver the Product(s) to Consignee, in a manner agreed to by the Parties.
- b. Consignee reserves the right to reasonably refuse delivery of a Product(s), (e.g., a Product(s) is unlikely to sell) and promptly return such Product(s) to Consignor.
- c. Consignee agrees provide commercially reasonable efforts to sell the Product(s).

Article 3 - PRICING & PAYMENT.

- a. Consignor shall set the retail sale pricing for the Product(s), as documented in the Inventory Sheet.
- b. Any edits to the sale pricing will be handled by the Parties as described in Article 1.b.1 above.
- c. After a Product is sold, the Consignor will retain a 40% commission of the sale price.
- d. Fees due to Consignor will be paid by Consignee, on or around the 15th of the month, following the month in which the sale occurred.
- e. Consignee agrees to keep accurate records of sale and that Consignor may

inspect such records at any time upon reasonable notice.

Article 4 - LOSS & DAMAGE.

- a. Upon delivery of the Product(s) to Consignee and prior to the Product(s) sale, Consignee shall be liable for any loss or damage occurring to the Product(s).
- b. Consignee must maintain insurance in an amount equal to or greater than the replacement cost of the Product(s).
- c. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS IN EXCESS OF THE REPLACEMENT COST OF THE PRODUCT(S).

Article 5 – TERM and TERMINATION.

- a. The term of this agreement is for the duration of the All Members Show for the Colorado Metalsmithing Association. Show dates are July 15 through July 18, 2023.
- b. Work for the show must be received by July 10, 2023.
- c. This agreement will terminate at the end of the show dates, July 18, 2023.
- d. Work will need to be picked up or arrangements made for the return of work by July 18, 2023.

Article 6 - GENERAL PROVISIONS:

- a. The Parties acknowledge and agree (i) nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that

this Agreement is for the sole and express purpose of the consignment and sale of the Product(s); (ii) Consignor has no responsibility or liability when it comes to Consignee's employment taxes and insurance, including payroll taxes, insurance premiums, wages, or other employment-related fees; and (iii) Consignee is exclusively liable for such

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fees and payments (as described in this Article (6.a.ii)).

- b. This Agreement shall be governed in all respects by the laws of the state of Colorado and if applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Colorado. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- c. All communications made or notices given pursuant to this Agreement shall be in the English language.
- d. Any communication required or permitted to be made or given to either Party pursuant to this Agreement shall be deemed to have been sufficiently given on the date of mailing if sent by registered or certified mail, postage prepaid, addressed as set forth above, or to such other address as is designated by written notice given to the other

- Party.
- e. If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party must submit the issue to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator and the Arbitrator shall be willing to execute an oath of neutrality. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.
- f. This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- g. This Agreement may only be amended in writing signed by both Parties.
- h. None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
- i. If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
- j. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- k. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

Date: _____

Artist/Consignee:

Signature:

Title: _____

Date: _____

AGREED TO BY

**Darvier Jewelry Design Studio/
Consignor**

Signature:

Title: _____