



Celebrating The Small: An Annual Affair

November 30 - December 24, 2022

We are closing out the 2022 exhibition season at Axel's Gallery by celebrating the Small in Small Businesses. Celebrating The Small is an annual group exhibition for artists working in small formats and for shoppers with small budgets for art acquisitions. Love to support your local artist but have a limited budget to do so? This group exhibition is for you!

All pieces are 10" x 10" or smaller and priced at or under \$100.



The exhibition starts Wednesday, Nov. 30th and stretches to Christmas in the hopes you will find and gift a unique, affordable piece of art for the holidays.

Entry requirements:

Artwork must be ready to hang, have the ability to be placed within a small easel or set on top of a table.

Pieces must measure a total of 12" x 12" or less.

Pieces must be priced (retail) at \$100 or less.

Entry Fee: \$10 total (limit 3 pieces per artist)

Artists must agree and sign Axel's Consignment Agreement (see next pages).

Artwork and signed Consignment Agreement must be dropped off to Axel's Gallery by Saturday Nov 19th by 4pm. Note our business hours as Wednesday - Friday 10am-6pm, Saturdays 10am-4pm.

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT (“Agreement”), is made on this ___ day of _____, 2022, by and between W Squared, LLC d/b/a Axel’s Frame Shop and Gallery located at 5 Stowe Street, Waterbury, Vermont (“Gallery”), and _____ (Artist).

For good and valuable consideration, the Artist and the Gallery agree as follows:

1. Delivery: The Artist agrees to periodically deliver artwork (the “Work”) to the Gallery for consignment. The Gallery reserves the right to refuse acceptance of any proposed Work.

2. Consignment Arrangement. The Artist consigns to the Gallery, and the Gallery accepts on consignment, those Works of art set forth on Exhibit A attached hereto and made a part hereof. The Artist and the Gallery may supplement Exhibit A from time to time. The Gallery shall not be responsible for any Work not listed on Exhibit A or a supplement thereto.

3. Title to the Work. The title to each of the Works consigned at the Gallery shall remain in the Artist until a purchaser has paid the amount owing from the sale of the Work. Title shall pass directly to the purchaser of the Work upon payment in full. The Gallery shall give notice, by a clear and conspicuous sign in full public view at the point of sale or other appropriate location that certain Works of art in the Gallery are being sold subject to a contract of consignment. All proceeds from the sale of any of the Works, less commissions and any other amounts due to the Gallery, shall be held by the Gallery in Trust for the Artist.

4. Artist’s Warranty. The Artist hereby warrants that he/she created all of the Works listed on Schedule A and that the Artist possesses all legal rights in them free and clear of liens, encumbrances, and claims of others. Artist further warrants the Works are originals and do not infringe on upon the work of any other person.

5. Term. The term of this Consignment Agreement will be for/until _____ with the right of either party to terminate this Agreement upon fifteen (15) days' written notice. Any extension of the Term shall be on the same terms and conditions as this Agreement unless modified by a writing signed by both parties.

6. Delivery Costs. Packing and shipping expenses and risk of loss incurred in delivery of works of art to the Gallery shall be the responsibility of the Artist. For the return of the remaining works of art to the Artist, at the conclusion of this Agreement or

otherwise, Artist shall be responsible for the delivery charges and shall bear the risk of loss.

7. Loss or Damage & Marketability. In the event that a piece of Work, or pieces of Work, are lost, damaged, stolen or otherwise destroyed during the term of the consignment, the Gallery shall be responsible for 60% of the retail amount the Artist would have received had the Work or Works been sold at the retail price(s) listed on Exhibit A. The Gallery's total liability to Artist for Work or Works that are lost, stolen, damaged, or otherwise shall not exceed \$500 per occurrence. Occurrence shall mean an event, or a series of events, leading to the loss, theft, damage, or destruction of a Work or Works. Work will be periodically assessed, at the discretion of Gallery, for marketability and quality. Gallery, at its discretion, may remove any Work from the Gallery. Promptly following notice of removal, Artist shall arrange to pick up with Work.

8. Pricing. The Gallery shall offer the Works of art for sale at the prices set forth in Exhibit A. It will not accept any lesser price without the prior consent of the Artist. Artist may consent to lesser prices than are shown on Exhibit A by electronic mail or other written means. Absent a prior written agreement, no Work of art shall be sold without payment in full.

9. Exclusive Right to Display & Sell. During the term of this Agreement, the Artist grants the Gallery an exclusive right to display and sell, under the terms of this Agreement, those Works of art set forth on Exhibit A and any other Work created by the Artist which may be added to Exhibit A. This exclusive right to display and sell applies to the geographic areas of Waterbury and Waterbury Center, Vermont encompassed by zip codes 05676 and 05677. So long as this Agreement is in effect Artist agrees not to display or sell any of Artist's work in the forgoing geographic area except through the Gallery or in their own studio.

10. Commission & Referrals. The Gallery shall be entitled to receive a commission equal to 40% of the sale price of the Works of art that are consigned. Gallery shall be paid its commission at the time each Work of art sells such that Artist shall receive the sale price less the commission. Artist shall be paid by a check to be mailed on the 15th day of the month following the month in which a Work is sold. In the event that Gallery refers one or more of Gallery's customers to Artist, and in the further event that such referral leads to the sale by Artist of a work of art, up to 3 months after the release of this agreement, then Artist shall pay Gallery a commission of ten percent (10%) of the sale price of said work, such payment to be due at the time the work is sold.

11. Reproduction & Promotions. The Artist reserves the copyright in all works of art. The Gallery may for the sole purpose of promoting the works of art, 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. Gallery reserves the exclusive right to

manage all promotional materials and shall have full discretion as to, and shall have full control over, the content of such promotional materials. Gallery shall not be obligated to undertake any particular type of promotional activity, and Gallery shall not be obligated to include any particular content in promotional activity it does undertake, unless Gallery agrees to do so in writing.

12. Books and Records. The Gallery agrees to maintain books and records in the ordinary course of business showing all activities involving the Works. The Gallery further agrees to account to the Artist on a monthly basis in a form agreed upon by both parties.

13. Miscellaneous. This Agreement represents the entire agreement between the parties. This Agreement and any matter arising out of or related to this Agreement shall be governed by Vermont law. Exclusive jurisdiction and venue for any such dispute shall be the Superior Court, Civil Division, Washington Unit, in Montpelier, Vermont. In a suit or other proceeding to enforce the terms of this Agreement, or in any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable legal, costs, and expenses. If any part of the Agreement is held to be illegal or unenforceable, such holding will not affect the validity of the balance of the Agreement.

14. Modification. Only written modifications signed by both parties shall be valid other than modifications concerning price which may be transmitted by electronic mail and shall become binding upon receipt.

ARTIST

By: _____

Its duly authorized agent

GALLERY

By: _____

Its duly authorized agent

Exhibit A

Artist Name (Checks to be written to):

Mailing Address (Checks to be sent to):

Email Address:

Phone Number:

| <u>Item (Title or description of piece, medium)</u> | <u>Retail Price</u> |
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