



CoCA Editions Artist Sales Agreement

Whereas: CoCA Museum Store is an initiative that promotes the CoCA mission, brand, and website while creating a financial opportunity for CoCA member artists, and

Whereas: The CoCA Museum Store desires to offer for sale to the public creative contemporary art objects, including limited edition prints, jewelry, and other handmade items, created by its Artist Members, and

Whereas: CoCA has created a department within its online CoCA Museum Store called “CoCA Editions”, and

Whereas: Artist desires to have their editioned artwork represented and sold by CoCA through the “CoCA Editions” department of their CoCA Museum Store, and CoCA desires the opportunity to do so:

This Agreement is entered into as of _____, between **Center on Contemporary Art** located at 114 Third Avenue South, Seattle Washington 98104 (“**CoCA**”) and _____, (“**Artist**”), who resides at _____, cell: _____; email: _____ website: _____.

- 1. Agency.** During the term of this Agreement, CoCA will be Artist’s non-exclusive agent for the sale of the original works of art (“**Work**”) created by the Artist that are listed on **Exhibit A**, attached. Artist represents and warrants that he/she/they created and possesses unencumbered title to all Work. Artist is responsible for notifying CoCA if Artist does not have the capacity to execute this contract.
- 2. Availability of Work.** Artist warrants that no less than ten (10) pieces of work from an edition created by Artist are available for sale at the time of the execution of this agreement.
- 3. Consistency.** As artist-made products, it is not expected that each instance will be identical but should be sufficiently similar as to be represented by a single set of photographs and a description, with variation identified and acknowledged in advance.
- 4. Term.** The Work will be promoted in the CoCA Museum Store and available for sale for a period of three (3) months or until the previously agreed-upon quantity has been reached. The available quantity may be increased by the artist at any time, and the term of the listing may be extended by mutual agreement between the artist and CoCA.
- 5. Fulfillment.** Upon notification of a sale by CoCA, Artist shall ship the Work to the buyer within seven (7) days. Artists will supply CoCA with sufficient information, such as weight and package dimensions for CoCA to calculate shipping charges to be added to the purchaser’s invoice at check-out on the sales website. CoCA will offer insurance coverage and cost thereof based on the sales price of the item and will require that the artist provide this insurance coverage through the shipper if requested by the buyer.
- 6. Retail Price.** Pricing of items in the CoCA Museum Store will be in line with the pricing that the artist would normally charge for the item. If the artist is currently showing the same item at a gallery or other museum store,

or if the artist has the same item for sale on their own website, pricing at the CoCA Museum Store should not vary by more than fifteen (15) percent more or less than the price available elsewhere.

- 7. Commission.** Artist will receive a commission of 70% of the retail price of the Work. In the event that CoCA sells the work for less than the full retail price, this commission will remain the same. Any discounts offered or taken by CoCA on the Work will come out of the remaining 30% of the retail sales price, unless a lower commission is agreed upon in advance between CoCA and Artist.
- 8. Deposit.** Upon payment by the buyer, CoCA shall forward an amount equal to 35% of the retail price of the Work to Artist, plus any amount collected for shipping and insurance. In lieu of payment for shipping and insurance, CoCA may offer to Artist the option to obtain these services through its website for the amount already paid by the buyer.
- 9. Final Payment.** Upon evidence of shipping to the buyer, CoCA shall forward the remaining 35% of the retail price to Artist.
- 10. Returns.** In the event of a return by the buyer, the artwork will be shipped directly to Artist at buyer's expense, and the artist shall return to CoCA any monies already paid by CoCA (not including shipping and insurance), less a 15% re-stocking fee.
- 11. Photographs and Reproductions.** Artist grants CoCA a no-cost non-exclusive license in perpetuity to use images of the Work, including images supplied by Artist, in both electronic and print media for advertising, publicity, catalog publication, archive, educational use, and other and documentation purposes. Such images will be accompanied by Artist name, Work title, date of creation, photo credits, copyright date and applicable gallery representation if this information is provided by Artist.
- 12. Attorneys' Fees.** In any legal action arising under this Agreement, the prevailing Party shall be entitled to recover all costs of suit and attorneys' fees and costs from any non-prevailing Party to this Agreement or the legal action.
- 13. Severability.** In the event that any provision of this Agreement is found by a court with proper jurisdiction to be invalid, unenforceable or illegal, that provision shall be given force to the fullest extent that is valid, enforceable and legal and the rest of the Agreement shall continue in full force and effect.
- 14. Waiver.** A waiver of any breach of any of the provisions of this Agreement shall not constitute a waiver of other breaches of the same or other provisions of the Agreement.
- 15. Notice.** All notice shall be in writing and either mailed or personally delivered to the respective Parties at the addresses listed below. The date of mailing or delivery shall be deemed to be the date of service.
- 16. Headings.** Headings of articles and paragraphs are for convenience of reference and shall not be considered in the interpretation and application of the provisions of this Agreement. This Agreement shall be interpreted consistent with the fair meaning of its language without any presumption against the party responsible for drafting this Agreement. If there arises any conflict between the provisions of this Agreement and attached Exhibits, the terms of this Agreement shall take precedence.
- 17. Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties, or their permitted successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this agreement.
- 18. Dispute Resolution.** The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation on an agreed upon alternative dispute resolution service provider. The provisions of this Section and the arbitrator's award shall be conclusive and binding on the Parties and may be filed for enforcement in King County Superior Court. The Party seeking enforcement shall be

entitled to an award of all costs, fees and expenses, including but not limited to attorneys' fees, to be paid by the Party against whom enforcement is ordered.

19. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

20. Venue. This Agreement shall be deemed executed in the State of Washington. Venue shall be proper only in King County, Washington. All mediation and arbitration proceedings shall be conducted in Seattle, King County, Washington.

21. Entire Agreement. This Agreement represents the entire agreement between the Artist and CoCA and supersedes all prior negotiations and Agreements whether oral or written. This Agreement may only be amended in writing and signed by both parties. Any such writing shall be attached to this contract as an exhibit and incorporated herein.

The undersigned agree to be bound by the terms of this Agreement.

Artist signature: _____ Date: _____

Artist printed name: _____

CoCA signature: _____ Date: _____

CoCA printed name: _____, Title: _____

EXHIBIT "A"

Title: _____

Year Completed: _____ Dimensions: _____ in. wide x _____ in. tall x _____ in. deep

Medium: _____

Retail Price: \$ _____

Insurance Value: \$ _____

Please be sure that any additional information submitted using CoCA's "CoCA Editions" submission form uses the same Artist Name and Artwork Title, for clarity.