



SALES AGREEMENT

This agreement is entered into this _____ day of _____, 20___, by and between Walls of Wittenberg, Inc., a non-profit organization located at 114 Vinal St., Wittenberg, WI 54499, referred to herein as “WOW” and the individual named below referred to herein as “Artist”.

ARTIST: _____
ADDRESS: _____
PHONE: _____
E-MAIL: _____

1. AGENCY, PURPOSE: The Artist does hereby appoint WOW as agent for the purpose of displaying, distributing, exhibiting, and selling of the Artist’s work(s) of art hereafter referred to as “Artwork(s)”. WOW shall not permit the Artwork(s) to be used for any other purpose without the express consent of the Artist.
2. CONSIGNMENT: The Artist hereby consigns to WOW, and WOW accepts on consignment, those Artworks listed on the attached inventory sheet, which is part of this agreement. Additional inventory sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other Artworks. All inventory sheets shall be signed by Artist and an authorized person from WOW.
3. PRICING; DONATION TO WOW; TERMS OF PAYMENT: WOW shall sell the Artwork(s) only at the Retail Price specified on the Inventory Sheet. WOW and the Artist agree that WOW will retain a tax-deductible contribution to the Walls Of Wittenberg, Inc. of 30% of the Retail Price of the Artwork(s). Any change in the Retail Price, or in WOW retained contribution percentage must be agreed to in advance by the Artist and WOW. Payment to the artist shall be made by WOW quarterly. WOW assumes full risk for failure to pay on the part of any purchaser to whom it has sold an Artwork(s).
4. PROMOTION: WOW shall use its best efforts to promote the sale of the Artwork(s). WOW agrees to provide adequate display of the Artwork(s), and to undertake other promotional activities on the Artist’s behalf. Images of the Artwork may be used in promotional advertising for WOW.
5. TRANSPORTATION RESPONSIBILITIES: Packaging and shipping charges, insurance costs and other handling expenses, and risk of loss or damage incurred in the delivery of the Artworks from the Artist to WOW, and in return to the Artist, are the responsibility of the Artist. With prior notification to the Artist, return shipping will be invoiced directly to the Artist or deducted from the Artist’s quarterly consignment payment.

6. **RESPONSIBILITY FOR LOSS OR DAMAGE, INSURANCE COVERAGE:** WOW shall be responsible for the safekeeping of all consigned artworks while they are in its custody. WOW shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks); to the full amount the Artist would have received from WOW if the Artwork(s) had been sold.
7. **INSURANCE:** Undersigned Artist agrees and understands that WOW is not responsible or liable for damage or loss of Artwork(s) caused by or resulting from flood, landslide, mud flow, earth sinking, rising, shifting, or Acts of God or War.
8. **TERMINATION OF AGREEMENT:** This agreement may be terminated at any time by 30 days written notification of cancellation from either party. In the event of the Artist's death, the estate of the Artist will have the right to terminate the Agreement. All accounts will be settled and any unsold Artwork(s) returned to the Artist or in the case of the Artist's death the personal representative or executor within 30 days of that notification of termination.
9. **ACCOUNTING:** WOW agrees to provide the Artist with an inventory sheet showing what is being paid out for that particular quarter. No inventory sheets will be mailed if no sales occurred that quarter.
10. **INTEGRATION:** This agreement constitutes the entire understanding between parties. Its terms can only be modified in writing when signed by both parties.
11. **NOTICE AND CHANGES OF ADDRESS:** All notices shall be sent to the Artist at the address specified in this agreement. Each party agrees to give written notification of any change of address prior to date of said change.
12. **INDEMNIFICATION:** Artists agrees to indemnify WOW against all costs and expenses (including reasonable attorney's fees) incurred by the WOW in connection with any claims made against WOW that the Artwork(s) is not an original creation of the Artist or infringes upon a third-party's copyright.
13. **GOVERNING LAW:** This agreement shall be governed by the law of the state of Wisconsin.

Signature, _____

Date _____
(Artist)

Signature, _____

Date _____
(WOW Representative)