



Alta Vista Gardens

Bringing Together People, Nature and Art

CONSIGNMENT AGREEMENT

Agreement: Listed below are the terms for exhibition and sales.

- 1. Vista Botanical Garden Foundation, Inc. dba Alta Vista Botanical Gardens accepts pieces of outdoor sculpture from artists for exhibition and marketing to the public.**
- 2. Alta Vista reserves the right to decide what items are accepted for consignment and will make every effort to represent work in an appropriate and tasteful manner. Placement of the sculpture on site will be agreed upon by both parties, with the Garden reserving the final authority for placement.**
- 3. The Artist agrees to pay for all costs associated with moving, installing and removing art pieces or sculptures that are placed at Alta Vista Gardens on consignment. Artist agrees to be responsible for and pay for all maintenance and or repair costs.**
- 4. For items accepted for consignment, upon sale, the artist will receive 2/3 of the sales price and the Garden will receive 1/3. The artist will be responsible for collecting payment for the item and paying appropriate taxes due. Payment of the commission to the Garden is due prior to the removal of the sculpture from the Garden.**
- 5. This agreement shall be in force for a period of one year from the date of this contract and may be renegotiated by both parties at expiration. Either party may request removal of the sculpture from the garden and must give the other party 30 days notice of such.**
- 6. Advertising—Images of the artist's work may be used to advertise the artist or the Garden by both parties including electronic means such as websites. Acknowledgment and consent by both parties is implied. The images used may not be sold or used in a way other than described without both parties' consent.**
- 7. A separate waiver of liability agreement has been signed by both parties and includes the City of Vista who owns the real property. The artist is responsible for his/her own insurance for the art work. Alta Vista Gardens shall not be liable for insuring the artwork for any purpose. Neither the City of Vista nor Alta Vista Gardens is responsible for any damage that might occur to the art work regardless of the cause, including any acts of God or damage as a direct or indirect result of an earthquake.**
- 8. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. Each party to this contract shall select an arbitrator who shall hold an active license in the State of California. The Arbitrators so selected shall in turn select a third Arbitrator who shall also be licensed as aforesaid and shall act as chairman of the Arbitrator hearing. If any party refuse or neglect to appear or par-**

icipate in arbitration hearings, the Arbitrators are empowered to decide the controversy in accordance with whatever evidence is presented, and authorized to award reasonable costs, expenses and attorneys fees. Any decision of this Arbitration Board shall be binding by simple majority vote of the Arbitrators.

9. **Attorneys Fees:** In any action (including arbitration proceedings) to enforce the terms of this agreement, the prevailing party shall be entitled to recover all attorney's fees and costs.

10. **Any dispute shall be settled according to the laws and regulations of the County of San Diego and the State of California**

Artist Signature: _____ **Date** _____

**Alta Vista Gardens
Officer's Signature:** _____ **Date** _____