

625 S. Union Ave.
Pueblo, CO 81004
719-696-9271
info@thefrontroomatccma.com

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 The Front Room contract and W-9, and an inventory of the work with descriptions and retail prices. The gallery will retain a 50% commission on all work sold.

Items must be RECEIVED by July 16, 2021 if you are mailing or dropping off.

Work may be dropped off during normal business hours Tuesday through Saturday 11am-5pm, or by making arrangements with gallery directly.

**You may also mail work directly to the Gallery along with all the forms to:
The Front Room
625 S. Union Ave.
Pueblo, CO 81004**

Consignment Agreement The Front Room

This Consignment Agreement ("Agreement") is by and between **The Front Room**, a subsidiary of The Colorado Center for Metal Arts, a Colorado limited liability company, having its principal place of business at the following address: 625 S. Union Ave. Pueblo, CO 81004 ("**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."

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

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 fee split is Consignor and Consignee will each receive 50% 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 23 through August 27, 2021.
- b. Work for the show must be received by July 16, 2021.
- c. This agreement will terminate at the end of the show dates, August 27, 2021.
- d. Work will need to be picked up or arrangements made for the return of work by August 31, 2021.

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

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.

AGREED TO BY

The Front Room/ Consignee

Signature: _____

Title: _____

Date: _____

Artist Name:

Signature: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.