

# COWBOY TRADES ASSOCIATION

## ART EXHIBITION AND CONSIGNMENT AGREEMENT

This Art Exhibition and Consignment Agreement ("Agreement") is entered into on \_\_\_\_\_, 2026, by and between:

Cowboy Trades Association, a Wyoming Nonprofit organization, 1200 Sheridan Ave., Cody, WY 82414 ("CTA"), and

Artist: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Social Media: \_\_\_\_\_

### 1. PURPOSE

**CTA** in cooperation with **the Cowboy Emporium** located in Cheyenne, Wyoming, is conducting a **six-month exhibition and sales program** featuring works by selected CTA artists. Artist desires to participate in the exhibition under the terms of this Agreement.

### 2. EXHIBITION FEE

Artist shall pay CTA a non-refundable exhibition fee of **\$75.00 MONTHLY** upon execution of this Agreement. The exhibition fee covers participation in the exhibition, display space, promotion, and administrative costs. Failure to pay the exhibition fee may result in cancellation of Artist's participation. The monthly fee will be set up on a monthly payment through the CTA website as a recurring amount for 6 months (or whatever term is decided).

### 3. COMMISSION ON SALES

**25%** of the retail sales price shall go to Cowboy Emporium

**5%** of the retail sales price shall go to Cowboy Trades Association

**70%** of the retail sales price shall go to the Artist.

All retail prices shall be established by Artist. No discounts may be offered without Artist's prior consent

#### 4. ARTWORK SUBMISSION

A **complete inventory list** identifying each artwork, title, detailed description, and retail price shall be attached as **Exhibit A** and incorporated into this Agreement. Also included, should be a **Biography, Artist photo, and Artist Statement**, wherein the “story” can be told of the artist’s history, trade experience, and inspiration.

#### 5. SALES AND PAYMENT

Cowboy Emporium shall collect all sales proceeds and applicable sales taxes. Credit card processing fees, which generally range between 4% and 7% depending on the payment method used, shall be deducted from the gross sale price prior to calculating the Artist’s payment. Artist's share of sales shall **be paid within 10 days after the end of the month** in which the artwork is sold, accompanied by a sales statement identifying: Artwork sold; Sale price; Commissions retained by Cowboy Emporium and CTA; and Net amount due to Artist. Cowboy Emporium shall be responsible for collecting and remitting applicable Wyoming sales tax.

#### 6. GALLERY-GENERATED LEADS AND EXCLUSIVE ROUTING

Any “lead” or potential sale that arises directly or indirectly from the Cowboy Emporium gallery shall be subject to the gallery handling the sale with the corresponding commission schedule. A “Lead” is defined as a sale generated through the Gallery’s physical location, walk-in traffic, exhibitions, events, marketing, advertising, website, email communications, social media platforms, press coverage, referrals by Gallery staff, or any interaction in which the Gallery serves as the point of discovery, introduction, or connection. If the Cowboy Emporium was in ANY WAY responsible for a sale, the Cowboy Emporium will take the lead in the sale and also be owed their 25% commission.

#### 7. CARE AND CUSTODY

Cowboy Emporium and CTA shall exercise reasonable care in handling and displaying Artist's artwork. Cowboy Emporium and CTA shall not be liable for loss or damage resulting from fire, theft, vandalism, natural disaster, acts of God, or other causes beyond CTA's reasonable control. Artist is encouraged to maintain insurance coverage for all exhibited artwork. **The Artist is solely responsible for insuring their artwork.**

#### 8. PROMOTION AND REPRODUCTION RIGHTS

Artist grants CTA and Cowboy Emporium a non-exclusive, royalty-free license during the Exhibition Term to photograph and reproduce images of the artwork for promotional, advertising, educational, social media, website, and exhibition-related purposes. Artist retains all copyrights and intellectual property rights in the artwork.

**9. DELIVERY AND REMOVAL OF ARTWORK**

Upon written notice from the Gallery, unsold artwork must be retrieved by the Artist within 30 days. Storage fees may apply after this period. The Gallery will store unclaimed artwork for up to 90 days, after which ownership of the artwork shall transfer to the Gallery. Shipping fees are the responsibility of the Artist.

**10. TERMINATION**

Cowboy Emporium and/or CTA may terminate this Agreement if: Artist fails to pay required fees; Artist breaches any material provision of this Agreement; or Cowboy Emporium and/or CTA determines that exhibited artwork is inappropriate, unlawful, or inconsistent with the mission of the Cowboy Emporium. Artist may withdraw from the exhibition only upon 2 week written notice. Exhibition fees are non-refundable. If artwork is withdrawn before the conclusion of the Exhibition Term without CTA's written consent, Artist may forfeit participation privileges in future exhibitions.

**11. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Wyoming. Any dispute arising from this Agreement shall be brought in a court of competent jurisdiction located in Laramie County, Wyoming.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and understandings. Any amendment must be in writing and signed by both Parties.

**13. SIGNATURES**

By: Cowboy Trades Assn.      Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

ARTIST Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





