

Another Room Book Arts Contract

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Book Supplier (book artist or book publisher):

Name: _____

Address: _____

Telephone number: _____

Email: _____

The Book Supplier and Another Room Book Arts hereby enter into the following agreement:

1. Agency; Purpose.

The Book Supplier appoints Another Room Book Arts (hereinafter referred to as Another Room) as an agent for the Book(s) (works considered to be "of the book arts" or "artists' books") consigned under this agreement for the purposes of sale. Another Room shall not permit the Book(s) to be used for any other purpose without the written consent of the Book Supplier.

2. Consignment.

The Book Supplier hereby consigns to Another Room, and Another Room accepts on consignment, the Book(s) listed on the attached Inventory Sheet, which is part of this agreement.

3. Warranty.

The Book Supplier hereby warrants that she/he created, or published, and possesses unencumbered title to the Book(s), and that their descriptions are true and accurate.

4. Duration of Consignment.

The Book Supplier and Another Room agree that the term of consignment for the Book(s) is to be one year from the date of this agreement. The consignment shall cease at the end of the year, or when the Book Supplier requests the return of any or all of the Books, or Another Room requests that the Book Supplier take back any or all of the Books, with which request the other party will comply promptly.

5. Pricing; Another Room's Commission; Terms of Payment.

Another Room shall sell the Book(s) only at the Retail Price specified on the Inventory Sheet. Another Room and the Book Supplier agree that Another Room's commission is to be 40 percent of the Retail Price of the Book.

6. Transportation Responsibilities.

Packing and shipping charges, insurance costs, other handling expenses, and risk

of loss or damage incurred in the delivery of books by the Book Supplier to Another Room, and in their return to the Book Supplier, shall be the responsibility of the Book Supplier.

7. Responsibility for Loss and Damage.

Another Room shall be responsible for the safekeeping of all consigned Books while they are in its custody. Another Room shall be strictly liable to the Book Supplier for their loss or damage (except for damage resulting from flaws inherent in the Book(s)), to the full amount the Book Supplier would have received from Another Room if the Book had been sold.

8. Fiduciary Responsibilities.

Title to each Book remains in the Book Supplier until the Book Supplier has been paid the full amount owing her or him for the Book; title then passes directly to the purchaser.

All proceeds for the sale of the Book shall be held in trust for the Book Supplier. Another Room shall pay amounts due the Book Supplier before any proceeds of sales can be made available to the creditors of Another Room.

9. Removal from Another Room.

Another Room shall not lend out, remove from the premises, or sell on approval any book, without obtaining written permission from the Book Supplier.

10. Promotion.

Another Room will use its best reasonable efforts to promote the sale of the Book(s). Another Room shall identify clearly the name all Books with the Book Supplier's name, and the Book Supplier's name shall be included in the bill of sale of each Book.

11. Reproduction.

The Book Supplier reserves all rights to the reproduction of the Book(s). Another Room may arrange to have the Book(s) photographed to publicize and promote the Book(s) through means to be agreed to by both parties. In every instance of such use, the Book Supplier shall be acknowledged as the owner (and if appropriate, the creator and copyright owner) of the Book.

12. Termination of Agreement.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Another Room or by the Book Supplier, by means of written notification of termination from either party to the other. In the event of the Book Supplier's death, the estate of the Book Supplier shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Book(s) shall be returned by Another Room.

Inventory Sheet

Book Supplier and Date (please print)

Title, Author

Retail price

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Book Supplier's signature and date

Authorized Another Room Book Arts representative signature and date