

MYTH VALLEY STUDIO

RETAIL CONSIGNMENT Breakdown

This Retail Consignment Agreement for **Myth Valley Studio** ("Studio")

Location: 46230 Yale Rd. Chilliwack, British Columbia, Canada

This is **not a legal contract** but a breakdown of the Studio's Retail agreement for simple explanation to Artists. Please read through for a rough understanding of the studio's rules for Artists interested in displaying in the retail section of the studio.

Legal Contract for signed in studio after art is reviewed and approved.

1. TERM

The Agreement is valid for an agreed consecutive months from the Effective Date.

- Contracts do not auto-renew.
- Renewal is subject to Studio approval.
- Early termination requires written consent of the Studio.

Special events that lease the Retail space pause the contract for affected artwork, and artists will be given prior notice, and the contract will resume after the event.

2. CURATION & ACCEPTANCE RIGHTS

The Studio operates as a curated retail environment.

The Studio reserves the right to:

- Accept or reject any artwork for any reason
- Remove artwork during the term if deemed unsuitable
- Determine display location and placement
- Reorganize displays at any time
- Limit quantity of items displayed

No exclusivity of placement or display area is guaranteed.

3. PRICING AUTHORITY

The Studio retains full authority over retail pricing.

- The Artist will set final retail pricing for all artwork.
- The Studio establishes a minimum pricing standard based on size, category, or market conditions for artworks.
- Artists may not independently alter pricing during the contract term.
- Any planned sale or promotion will be at Artist discretion and expense

Pricing decisions are made to protect:

- Market consistency
- Artist value
- Fair competition within the region

4. COMMISSION STRUCTURE – RISK / REWARD MODEL

The Artist selects one commission tier rate based on a full 4 month term, Studio pause contract terms in cases of Community shows or rentals that require extra space from the store and continue the contract after.

Option A — Standard Consignment

- 40% commission to Studio
 - 60% paid to Artist
 - No upfront investment required
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Option B — 5% Upfront Investment

- Artist pays 5% of total retail value of accepted inventory at intake
 - Commission reduced to 25%
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Option C — 10% Upfront Investment

- Artist pays 10% of total retail value of accepted inventory at intake
 - Commission reduced to 10%
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Option D — 15% Upfront Investment

- Artist pays 15% of total retail value of accepted inventory at intake
- Commission reduced to 0%
- Artist retains 100% of sale price

Upfront investments:

- Are calculated from Studio-set retail pricing
- Are due at intake
- Are non-refundable
- Cannot be changed mid-term

5. PACKAGING & BARCODE REQUIREMENTS

All artwork must be:

- Retail-ready and safely packaged
- Properly labeled
- Provided with a designated location for Studio barcode placement
- Stable and suitable for public handling

The Studio may refuse improperly prepared items.

6. ORIGINALITY & COPYRIGHT

The Artist represents and warrants that:

- All artwork is original and created solely by the Artist
- No artwork is AI-generated
- The Artist holds full copyright ownership
- No third-party intellectual property is infringed

Copyright remains solely with the Artist at all times.

7. PROMOTIONAL USE

The Artist grants the Studio a non-exclusive, royalty-free license to:

- Photograph and record artwork
- Use images for marketing and promotional purposes
- Share work across website, social media, print, and advertising materials

This license is **granted in perpetuity** upon signing of the Agreement.

All intellectual property rights remain with the Artist.

8. INSURANCE & LIABILITY

Artists are required to maintain their own insurance coverage for all artwork placed in the Studio.

The Studio is not responsible for:

- Theft
- Fire
- Flood
- Vandalism
- Customer interaction damage
- Accidental handling by visitors
- Acts of God or force majeure events

Minor wear consistent with retail display is not considered negligence.

Artwork is displayed at the Artist's sole risk.

9. REGIONAL PRICE PARITY

The Studio supports artists expanding into additional retail locations.

However, during the term of this Agreement:

- Retail prices for identical items must match pricing at Myth Valley Studio.
- Artists may not offer the same items at lower retail prices in nearby(100km) shops, galleries, markets, or physical retail spaces.
- If pricing discrepancies arise, the Studio reserves the right to adjust pricing accordingly at artist expense.

This clause is intended to protect:

- Fair market value
- Retail partnerships
- Artist brand consistency

10. TAX RESPONSIBILITY

The Artist is solely responsible for:

- Reporting income
- Paying applicable income taxes
- Ensuring compliance with tax regulations

The Studio does not withhold income tax on behalf of the Artist.

11. INVENTORY & PICKUP

- A signed inventory sheet will be completed at intake.
- Unsold artwork must be collected within ten (10) business days after contract end.
- Items not collected may be subject to storage fees(**\$5 per day per Artwork**) or considered abandoned and disposed of at the Studio's discretion.

12. FORCE MAJEURE

The Studio shall not be liable for delays, closures, or losses caused by events beyond its reasonable control, including but not limited to:

- Natural disasters
- Government shutdowns
- Public health emergencies
- Utility failures
- Civil unrest

In such cases, the Agreement may be paused or terminated at the Studio's discretion.

13. INDEMNIFICATION

The Artist agrees to indemnify and hold harmless the Studio from any claims arising from:

- Copyright disputes
- Intellectual property violations
- Legal claims related to the artwork

14. GOVERNING LAW

This Agreement shall be governed by the laws of British Columbia, Canada.

15. Final Words

Myth Valley Studio is committed to being a location to help independent artists looking to connect with the community and take their artistry into a profession. We want to provide studio support for your creative stories to grow and to the voice of Chilliwack. If you have questions or concerns about any aspect of the agreement or the actions of the studio, please contact Travis@mythvalleystudio.com.

Thank you for your interest, and we look forward to seeing your creativity soon. Myth Valley Studio is dedicated to fostering independent artists, helping them connect with the community, and turning their artistic endeavors into a profession. We are committed to providing the studio support needed for your creative stories to flourish and to amplify the voice of Chilliwack.

Should you have any questions or concerns regarding this agreement or the studio's operations, please reach out to Travis@mythvalleystudio.com.

Thank you for your interest, and we eagerly anticipate seeing your creativity.