



STANDARD CONSIGNMENT SALE AGREEMENT

Between

Miskwaadesi M'Nauhan Decorative Arts Inc. ("MMDA" or the "Consignee")

And

(the "Artist") _____

Effective Date: _____

Agreement Reference ID: _____

1. Purpose and Scope

This Agreement governs the exclusive consignment of artwork by the Artist to MMDA for sale, exhibition, and/or digital licensing. MMDA operates under principles of cultural respect, Free, Prior, and Informed Consent (FPIC), and national Indigenous economic reconciliation.

2. Exclusive Rights of Sale

The Artist grants MMDA the exclusive right of sale of each consigned artwork (the "Artwork") for the duration of this Agreement. This includes the right to sell the Artwork in the following formats, as selected and agreed upon for each piece:

- Original
- Digital Image Rights
- Print
- Reproduction
- Exhibition

Selected methods of sale for each artwork shall be documented in Schedule A.

3. Commission and Compensation

MMDA shall retain a commission based on the pre-tax realized sale price of the Artwork. Net proceeds after MMDA's commission shall be remitted to the Artist within 30 days of the completed transaction.



Standard Marginal Commission Rate Scale:

- Tier 1: \$1 – \$1,000 → MMDA retains 50%
- Tier 2: \$1,001 – \$2,500 → MMDA retains 40%
- Tier 3: \$2,501 and above → MMDA retains 30%

Note: Commission may be modified for special projects or exhibitions by mutual written consent.

4. Artist's Rights and Intellectual Property

The Artist retains full copyright and moral rights over the Artwork unless otherwise agreed in writing.

Licensing of digital image rights and reproduction must comply with the Copyright Act of Canada, and all sales and usage must reflect and respect the Artist's cultural protocols and attribution requirements.

5. Responsibilities of MMDA

MMDA agrees to:

- Store, promote, and sell consigned artworks in accordance with professional and ethical standards.
- Assume full financial responsibility for insurance, shipping, digitization, display, packaging, and platform hosting.
- Maintain accurate records of sales and provide regular reporting to the Artist.
- Use FPIC principles in all sales and distribution decisions.

6. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing written notice (via email or paper letter). Upon termination:

- Unsold physical artworks shall be returned to the Artist at MMDA's expense.
- All digital rights and reproductions shall cease, unless specifically licensed otherwise.

7. Insurance and Risk

All risk associated with handling, storing, shipping, exhibiting, or digitizing the Artwork is assumed by MMDA.

Insurance coverage for the full declared value of consigned Artwork is maintained by MMDA while in possession.



8. Warranties

The Artist warrants that:

- They are the sole creator and rightful owner of the consigned Artwork.
- The Artwork is free of all encumbrances.
- All information provided for metadata or artist profiles is accurate and consented for public use.

MMDA warrants that it will not alter, reproduce, or distribute the Artwork beyond the agreed methods in Schedule A without written approval from the Artist.

9. Governing Law

This Agreement is governed by the laws of Canada and the Province of Saskatchewan, including compliance with all relevant statutes on intellectual property, Indigenous rights, and commercial sales.

10. General Provisions

- Notices shall be valid if sent via email or postal mail to the addresses provided by each party.
- Any amendments to this Agreement must be made in writing and signed by both parties.
- If any clause is found to be invalid or unenforceable, the remainder of the Agreement shall remain in effect.

Signatures

Artist:

Name: _____

Signature: _____

Email: _____

Date: _____

On behalf of MMDA:

Authorized Representative: _____

Title: _____

Signature: _____

Email: _____

Date: _____



Schedule A – Artwork Inventory & Method of Sale

Artwork Title:	Sale Method(s) Selected	Notes regarding artwork and display	Date Received
	☐ Original ☐ Digital ☐ Print ☐ Reproduction ☐ Exhibition ☐ All		
	☐ Original ☐ Digital ☐ Print ☐ Reproduction ☐ Exhibition ☐ All		
	☐ Original ☐ Digital ☐ Print ☐ Reproduction ☐ Exhibition ☐ All		
	☐ Original ☐ Digital ☐ Print ☐ Reproduction ☐ Exhibition ☐ All		
	☐ Original ☐ Digital ☐ Print ☐ Reproduction ☐ Exhibition ☐ All		