



## 2017 CALGARY STAMPEDE ART AUCTION

### TERMS AND CONDITIONS

### ESTATE & COLLECTIBLE ART

**CONTACT: ESTATEANDCOLLECTIBLES@WESTERNSHOWCASE.COM**

- A. Applications are accessible at <http://www.westernshowcase.com/registration.html>. We would prefer that you pay your application fee by credit or debit card. Should you need to send payment by cheque, please send us a copy of your completed application form along with your cheque as follows:

**Mailing Address:** Calgary Stampede  
Box 1060, Station M  
Calgary, AB T2P 2K8  
ATTN: Midway Programming, Calgary  
Stampede Art Auction, Estate Art

**Courier Address:** Calgary Stampede  
1410 Olympic Way SE  
Calgary, AB T2G 2W1  
ATTN: Midway Programming, Calgary  
Stampede Art Auction, Estate Art

- B. Entry Fee - A non-refundable application fee of **\$35.00** (CAD) per piece must be paid when submitting your application. The Calgary Stampede Art Auction reserves the right to reject any submission. Please make your cheque payable to "**The Calgary Stampede**".
- C. Reserves – Reserves are accepted on estate and collectible pieces with a market value of \$5,000 and higher, and are not to exceed 65% of the value. A **reserve deposit** is required for each piece of art work. In the event that the consigned item does not sell at the Auction, the deposit shall be retained for handling and exhibition costs.

| Value of Piece             | Deposit Required   |
|----------------------------|--------------------|
| \$5,000.00 to \$9,999.99   | \$100.00 per piece |
| \$10,000.00 to \$24,999.99 | \$300.00 per piece |
| Over \$25,000.00           | \$500.00 per piece |

# AGREEMENT

**THIS AGREEMENT IS MADE BETWEEN; the “Consignor” listed above and the Calgary Exhibition and Stampede Limited, Calgary Stampede Art Auction committee (the “Committee”).**

1. The Committee will hold insurance for all works of art included in the Calgary Stampede Art Auction from the time of receipt by the Committee until sold, or if not sold, until the piece is delivered by the Committee directly to the Consignor or to a shipper for return to the Consignor. Each piece will be insured for the estimated value stated above.
2. The Committee reserves the right to have an appraisal completed on art work that is considered for the Calgary Stampede Art Auction, at its sole cost, by an independent third party and to reject art work whose estimated value as stated by the Consignor, is considerably different, in the view of the Committee, than that determined by the third party appraisal.
3. Except for the above mentioned insurance coverage to be held by the Committee, the piece shall be received from, stored for, and returned to the Consignor as provided in this agreement at the sole risk of the Consignor. The Committee shall not be liable for any loss or damage to the piece from any cause whatsoever including, without limitation, any act or inaction, whether negligent or not, on the part of the Committee, the Calgary Exhibition and Stampede Limited and its affiliates, or its or their directors, officers, employees, servants, agents, representatives, and volunteers.
4. The Committee reserves the right to publish and exhibit pieces included in the Calgary Stampede Art Auction for publicity and promotion of the Calgary Stampede Art and Lifestyles Show and the Calgary Exhibition and Stampede Limited.
5. The conduct and the conditions of the sale shall be determined solely by the Committee and the auctioneers.
6. A commission shall be deducted from the sale proceeds of each piece consigned by this agreement and shall be payable to the Calgary Exhibition and Stampede Limited. The commission rates are as follows: on art work sold at \$49,999.00 and lower, the commission will be 25% of the hammer price; on art work sold for a hammer price of \$50,000.00 to \$99,999.00, the commission will be 20% of the hammer price; and on art work sold at a hammer price of over \$100,000.00, the commission rate will be 15%. A piece accepted for inclusion in the Calgary Stampede Art Auction cannot be withdrawn by the Consignor, except upon payment to the Calgary Exhibition and Stampede Limited, of a penalty equal to the above commission based upon the estimated value range stated above.
7. Net proceeds of sale, after the deduction of commission, applicable taxes, and any other monies owing to the Committee or the Calgary Exhibition and Stampede Limited, shall be paid by the Calgary Exhibition and Stampede Limited, as soon as possible after the sale date.
8. References to sale price, commission, estimated value, and currency in this agreement are in Canadian dollars.
9. The Consignor warrants that the piece submitted is the original work of the Artist and copyright is held by the Artist. Further, the Consignor represents and warrants to the Committee that any piece submitted is not encumbered in any manner, and that ownership of the piece will pass to the purchaser thereof.
10. Names of artists and other such personal information may be collected, used and disclosed by the Committee for the purposes of putting on the Calgary Stampede Art Auction. By signing this contract, the Consignor consents to and authorizes such collection, use and disclosure by the Committee.
11. The Committee, at its sole discretion, reserves the right to withdraw acceptance of any piece before or upon its delivery and/or before the moment of sale.
12. Pieces selected for inclusion in the Calgary Stampede Art Auction must be completed, framed or mounted for display.
13. The Consignor is responsible for all shipping and brokerage fees, including those fees for the return of unsold items.
14. This agreement constitutes the entire agreement between the Calgary Exhibition and Stampede Limited and the Consignor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CALGARY EXHIBITION AND STAMPEDE LIMITED  
CALGARY STAMPEDE ART AUCTION COMMITTEE**

SIGNED \_\_\_\_\_  
Consignor

PER: \_\_\_\_\_  
Authorized Signature, Calgary Stampede Art Auction

GST Number (if applicable) \_\_\_\_\_

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