

# ARTIST-GALLERY CONSIGNMENT AGREEMENT

**ARTIST:** (Name, Address, and Telephone number):

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and

**THE GALLERY:** (Name, Address, and Telephone number):

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hereby enter into the following Agreement:

- 1. Agency Purposes.** The **Artist** appoints **The Gallery** as agent for the works of art ("**the Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale. **The Gallery** shall not permit the **Artworks** to be used for any other purposes without the written consent of the **Artist**. This agreement applies only to works consigned under this **Agreement** and does not make **The Gallery** a general agent for any other works.
- 2. Exclusive Representation.** The **Artist** hereby appoints **The Gallery** as their sole representation throughout "Specific area" to sell or otherwise make available for acquisition to the public, the **Artist's Artworks**.
- 3. Consignment.** The **Artist** hereby consigns to **The Gallery**, and **The Gallery** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** which is a part of this **Agreement**. Additional **Inventory Sheets** may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Inventory Sheets** shall be signed by **Artist** and **Gallery**.
- 4. Authority of Accepted Artist's Works.** Works of art may be accepted for consignment only by or by any person designated by either of them in writing as authorized to accept works of art hereunder. **The Gallery** may reject artworks at the Owners discretion.
- 5. Warranty.** The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

**6. Duration of Consignment.** The **Artist** and **The Gallery** agree that the initial term of consignment for the **Artworks** is to be 12 months, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the **Artist** requests the return of any or all of the **Artworks** or **The Gallery** requests that the **Artist** take back any or all of the **Artworks** with which request the other party shall comply within 30 days.

**7. Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from the **Artist** to **The Gallery** are the responsibility of the **Artist**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from **The Gallery** to the **Artist**, shall be the responsibility of **The Gallery**.

**8. Responsibility for Loss or Damage, Insurance Coverage.** **The Gallery** shall be responsible for the safekeeping of all consigned **Artworks** while they are in its custody. **The Gallery** shall be strictly liable to the **Artist** for their loss or damage (except for damage resulting from flaws inherent in the **Artworks**), to the full amount the **Artist** would have received from **The Gallery** if the **Artworks** had been sold. **The Gallery** shall provide the **Artist** with all relevant information about its insurance coverage for the **Artworks** if the **Artist** requests this information.

**9. Fiduciary Responsibilities.** Title to each of the **Artworks** remains in the **Artist** until the **Artist** has been paid the full amount owing him or her for the **Artworks**; title then passes directly to the purchaser. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. **The Gallery** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **The Gallery**.

**10. Notice of Consignment.** **The Gallery** shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

**11. Removal from Gallery.** **The Gallery** shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining written permission from the **Artist**.

**12. Pricing; Gallery's Commission; Terms of Payment.** **The Gallery** shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. **The Gallery** and the **Artist** agree that the **Gallery's** commission is to be 35 percent of the Retail Price of the **Artwork**. Any change in the Retail Price, or in the **Gallery's** commission, must be agreed to in advance by the **Artist** and the **Gallery**. Payment to the **Artist** shall be made by the **Gallery** on the 15th of every month, and will include all commissions due for any/all artworks sold. **The Gallery** assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.

**13. Framing.** If the Gallery will be framing the Artwork, The Gallery and the Artist agree that The Gallery's expense will be factored into the retail price and full compensation for framing will be given to The Gallery upon the sale of Artwork. Should the Artwork be returned to the Artist as outlined in this agreement, the Artist and The Gallery are equally responsible for the wholesale cost of the framing expense.

**14. Promotion.** The Gallery shall use its best efforts to promote the sale of the Artworks. The Gallery agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist's behalf. The Gallery shall identify clearly all Artworks with the Artist's name, and the Artist's name shall be included on the bill of sale of each of the Artworks. The Gallery and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in The Gallery's exhibitions and other promotional activities undertaken on the Artist's behalf.

**15. Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. The Gallery shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist: Michael Dunn."

**16. Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by The Gallery to the Artist on the 15th of each month, with the payment of all commissions due. The Artist shall have the right to inventory his or her Artworks in the gallery and to inspect any books and records pertaining to sales of the Artworks.

**17. Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by giving a sixty (60) day written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by The Gallery.

**18. Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

**19. Miscellany.** This Agreement represents the entire agreement between the Artist and The Gallery. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of

any of the provisions of this **Agreement** shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This **Agreement** shall not be assigned, nor shall it inure to the benefit of the successors of **The Gallery**, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

**20. Choice of Law.** This **Agreement** shall be governed by the law of the State of California.

Sincerely,  
 \_\_\_\_\_ (Artist)

Sincerely,  
 \_\_\_\_\_ (Gallery)

### Length of Contract

From \_\_\_\_\_ To \_\_\_\_\_

Consented and agreed to: **Artist**

\_\_\_\_\_

Date \_\_\_\_\_

Consented and agreed to: **The Gallery**

\_\_\_\_\_

Date \_\_\_\_\_

### Consignment Agreement Artworks List

Title	Medium	Dimensions	Retail Price	Gallery Commission
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Artists  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Gallery  
Owner \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE NOTE:**

**THIS CONTRACT IS SIMPLY FOR YOUR INFORMATION. IT IS A SAMPLE OF THE AGREEMENT THAT CAN BE USED AS A FOUNDATION SHOULD BOTH PARTIES DECIDE TO ENTER INTO A CONSIGNOR/ CONSIGNEE RELATIONSHIP.**