

# 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 \_\_\_\_\_

**SAMPLE**