

Consignment of Artwork Agreement

The ARTIST _____ hereinafter 'ARTIST'
 Residing at _____
 Telephone number _____ Email Address _____
 and the GALLERY _____ hereinafter 'GALLERY'
 Located at _____
 Telephone number _____ Email Address _____

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.
2. *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.
3. *Warranty.* The ARTIST hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. *Duration of Consignment.* The ARTIST and the GALLERY agree that the initial term of consignment for the Artworks is to be ___(months), and that the ARTIST does not intend to request their return before the end of this term. Thereafter, consignment shall continue month-to-month 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 promptly.
5. *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, and in their return to the ARTIST, shall be the responsibility of the _____ (specify GALLERY or ARTIST).
6. *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.

7. *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.

8. *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 consignment.

9. *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.

10. *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 _____ 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 within _____ days after the date of sale of any of the Artworks. The GALLERY assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.

11. *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, as follows: _____

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. 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.

12. *Reproduction.* The ARTIST reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The GALLERY may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties. 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."

13. *Accounting.* A statement of accounts for all sales of the Artworks shall be furnished by the GALLERY to the ARTIST on a regular basis, in a form agreed to by both parties, as follows:

(specify frequency and manner of accounting). The ARTIST shall have the right to inventory his or her Artworks in the GALLERY and to inspect any records pertaining to sales of the Artworks.

14. *Additional Provisions.* _____

15. *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 means of 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 the GALLERY shall return all unsold Artworks.

16. *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.

17. *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.

18. *Choice of Law.* This Agreement shall be governed by the law of the State of _____.

AGREED By _____ Date _____

(Signature of ARTIST)

AGREED By _____ Date _____

(Authorized Signature for GALLERY)