

CONSIGNMENT AGREEMENT

Agreement made this _____, 20____ between Artist, _____ and _____ gallery.

The Gallery desires to receive upon consignment from Artis the artwork listed on the attached schedule for sale at retail. The gallery will represent the Artist and the artwork for mutual benefit. It is agreed:

1. The delivery cost of consignment artwork shall be paid by the Artist.
2. The Artist shall at all times retain title to artwork.
3. The Artist will control the price of the artwork.
4. The Gallery shall keep accurate sales records.
5. For services and facilities furnished in connection with sales of the artwork under this agreement, the Gallery shall be entitled to 50 % of the artwork proceeds and the remaining 50 % of the proceeds shall be property of the artist. Prints on consignment shall be on 50/50 percentage. By not later than 15th of the month following the sale, the Gallery shall make payment to the Artist.
6. The Gallery offers customers layaway payment plans. The Artist commission shall be paid the month following completion of the payment plan.
7. The Artist shall not sell artwork at another location in _____ without prior written agreement.
8. On any private/studio artist sales to _____ customers/collectors, the artist shall pay the Gallery commission within 45 days.
9. Insurance of the artwork is the responsibility of the Artist. The Artist will hold the Gallery harmless in the event of loss or damage.
10. The Gallery reserves the right to not accept artwork in strip, metal or unacceptable framing. Framing done by the Gallery for the Artist shall be billed at a 20% discount, payable in 30 days. If this artwork sells after the framing bill has been paid, the framing cost will be paid back to the Artist along with the artwork commission.
11. All notices and payments shall be sent by ordinary mail to the address below:

Artist Name _____

Artist Address _____

Phone number _____

Email _____

Fed ID# or SS# _____

Web Site _____

Artist Signature _____

Gallery Signature _____

ARTIST/GALLERY AGREEMENT

Artist Name _____

Artist Address _____

Phone number _____

Email _____

1. Agency (Gallery) Purposes: The Artist above named appoints _____ hereby referenced as ____ as agent for the works of the artworks consigned under this Agreement, for the purpose of exhibition sale. ____ shall not permit the artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to the worked consigned under this agreement does not make ____ a general agent for any other works.
2. Exclusion representation: The Artist there by appoints ____ as their sole representation throughout _____ space to sell or otherwise make available for acquisition to the public, the Artist's artworks.
3. Consignment: The Artist there by consigns to accepts on consignment, those Artworks listed on the attached Inventory Sheet which is part of this Agreement. Additional inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of the 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 ____ agent or by any person designated by ether of them in writing as authorized to accept works of the art hereunder. ____ May reject artworks for consideration at gallery discretion.
5. Warranty: The Artist there by 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 ____ agree that the initial term of consignment for the Artworks is to be 90 days, 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 the Artworks or ____ requests that the Artist take back any or all the Artworks with which request the other party shall comply within 30 days.
7. Transportation Responsibilities: Packing and shipping chargers, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the Artworks from the Artist to ____ are the responsibility of the Artist. Packing and shipping chargers, insurance costs, other handling expenses, and risk of loss and damage incurred in the delivery pf Artworks from ____ to the Artist, shall be the responsibility of the ____.
8. Responsibility for Loss or Damage, Insurance Coverage: ____ shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. ____ shall be strictly liable to the Artist for the loss or damage, excluding damage resulting from the flaws inherent in the Artworks, to the full amount the Artist would have received from ____ if the Artworks had been sold.

Artist Signature _____

Gallery Signature _____