

Gallery / Artist Agreement

The following is to serve as an Agreement to participate as an artist at _____, to be referred to as ___ throughout the entirety of the following agreement. **Note: This is not a contract but a mutual agreement between artist and gallery.**

I. PURPOSE

This agreement is designed to acquaint you with the mission of ___ and provide you with information about our policies toward gallery/artist relationships. Please read, understand, and comply with all provisions of the agreement. It describes many of your responsibilities as an artist with ___, as well as many of our responsibilities to represent you. Our primary objective with this agreement is that we may secure the long-term growth and stability of _____ and of those artists and clients that the gallery is in partnership with; to provide a mutually respectful environment that is conducive to both personal and professional growth.

No agreement can anticipate every circumstance or circumvent all policy issues. As _____ continues to grow, the need will arise to revise, supplement, or rescind policies or portions of the agreement, and _____ reserves the right to do so as it deems appropriate. Artists will, of course, be informed about such changes to the agreement before they occur. Representation by _____ is for the time period that both the artist and the gallery find to be mutually beneficial and is subject to the mutual consent of the artist and _____. Both parties have the right to terminate the gallery/artist relationship at will, at any time, with or without advance notification.

II. MISSION

The mission of _____ is to represent the most compelling and highest quality artwork as identified by _____. The objective is to present artwork by professional, responsible, museum quality artists of the highest integrity, who fully stand behind their ideas, actions, and the art they create. _____ is committed to educating collectors, enhancing artists' careers, cultivating museum relationships, and providing exceptional collector care. To accomplish this, _____ presents its artwork with a superior level of dignity, integrity, and professionalism.

III. ARTISTS

Equal Opportunity

Being an artist represented by _____ is based on professionalism, artistic merit, qualifications, and abilities. _____ does not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, or any other characteristic protected by law.

III. ARTISTS CONTD.

Introductory Period (6 months)

The introductory period is intended to give new artists the opportunity to explore a relationship with _____, its collectors, its operating policies, and vice versa. This introductory period will help both the artist and _____ determine whether the new artist/gallery relationship meets the expectations of both parties. _____ also uses this period to evaluate the artist's capabilities, work habits, professionalism, and sales performance.

Either the artist or _____ may end the gallery/artist relationship at will, at any time, during or after the introductory period, with or without advance notice.

IV. CONSIGNMENT ARTWORK

Artwork: Appropriate, Current, One-of-a-Kind

In keeping with the desire of _____ to present only the highest quality artwork, the artist agrees to provide _____ with work presented in the most professional, quality manner possible. _____ reserves the right to reject any artwork it feels is not presented in a highly professional manner, or in a manner that is not consistent with the artist's oeuvre.

Artwork should be new and representative of the artist's recent work.

_____ assumes that all artwork represented by the gallery is one-of-a-kind, unless _____ is informed otherwise in writing by the artist.

The artist warrants that the works he/she consigns to _____ are his or her own unencumbered property, and he or she guarantees the authenticity of each artwork delivered to the gallery.

Property

_____ and the artist agree that the artworks consigned to the gallery by the artist remain exclusively the artist's property until a collector purchases them. _____ will consider the artwork as assets belonging to the artist and promises to treat the work with respect and care.

If the artwork is determined to be removed from inventory by _____, the artist will be contacted and given 30 days to respond by either providing shipping labels or payment on shipping invoice(s) . If contact and/or payment are not received, the artist will forfeit the artwork to _____.

Inventory Consignment Sheet

There is an _____ Inventory Sheet included with this gallery/artist agreement (pg. 11) .

Please copy this sheet for your future use. The artist must supply a completed inventory sheet (or the electronic equivalent) with every piece of art that is consigned to _____. It is the artist's sole responsibility to deliver all the information concerning the work of art to the gallery either before or simultaneous to delivery of the work. Your cooperation will help gallery staff considerably to work efficiently and to meet publication deadlines.

IV. CONSIGNMENT ARTWORK CONTD.

Feel free to use your own inventory sheet, as long as it provides all the information that is included on the _____ inventory form: Title, Media (all, Dimensions (accurate, Retail Price. This is the information _____ will use to represent the art both in the gallery and on the appraisal form.

Pricing

The artist is responsible for providing the retail price on the inventory sheet that accompanies the image or artwork delivered to _____. However, both parties acknowledge that they each have crucial first-hand knowledge concerning both the work that went into making the piece of art, as well as the cost appropriate to selling the work. Therefore, should there be any disagreement about the retail price appropriate for any particular work of art; each party agrees to respect the other party's input and to reach an amicable agreement about the final retail price.

_____ assumes that the prices for the art are consistent with those for similar works in other galleries and with any sales made directly by the artist. This is crucial for an ethical and long-term relationship. Only upon customer request, _____ will offer a discount to a client, not to exceed 10% and only if the collector purchases multiple pieces at once. This discount will be split between artist and gallery. _____ will contact the artists about all discounts. Furthermore, _____ discourages all artists from discounting their work as it insinuates that the pricing of the work is falsely inflated to begin with.

The artist/gallery split shall be 50/50 after any applied discounts. That is, from any retail sale of an artist's consigned work, _____ will issue a payment to the artist for the amount of 50% of the retail value, after any applied discounts, unless another contractual arrangement has been made with the artist by the gallery. If the artist has prints available for sale— _____ will sell them through the _____ website if the artist approves. This is split artist/gallery of 50/50. The price of a print at _____ must be consistent with the price listed for the print elsewhere. Customer will be responsible for covering shipping cost of the print(s) to _____ for pickup.

Artists need to direct clients interested in artwork held in _____ inventory to _____ for retail sales. It is mutually beneficial to build relationships between clients and the gallery rather than have artists circumventing the gallery by selling directly to clients.

Shipping

_____ and the artist agree that the artist will arrange for shipping to _____ in a safe and reasonable manner and the artist will be responsible for payment of shipping to and from _____ (including commissions. Outside continental US artwork must be accompanied by proper customs documentation for return shipment. The artist is responsible for notifying _____ with any changes in shipping address or contact information. The work shall remain at _____ for a minimum period of 6 months, unless otherwise agreed to by _____ and the artist. _____ will pack for return shipping of art work after 6 months, in which the artist is responsible for providing shipping labels or payment on shipping invoice(s).

Shipping (continued)

If the artist wishes to have work returned or sent elsewhere prior to six months, the artist needs to contact ____ to discuss this matter.

If the artwork is determined to be removed from inventory by ____, the artist will be contacted and given 30 days to respond by either providing shipping labels or payment on shipping invoice(s). If contact and/or payment are not received, the artist will forfeit the artwork to ____.

All packages being shipped from outside the United States must be sent Free Domicile (DF). Require delivery signature and have all packages delivered to the back entrance.

Proper shipping containers, able to withstand two shipments, must be provided by the artist. Please see the section below called "Gallery Insurance" for more details.

V. COMMISSION WORK

At ____, we often have the opportunity to sell commission works. We will offer commissions to our customers unless otherwise told by the artist. If the opportunity or need arises, we will contact the artist to discuss the details of the commission request.

____ will coordinate and manage the process of approval, production status and delivery. The artist is responsible for shipping of the artwork to ____. ____ will handle all other business costs including but not limited to: shipping to customer, in-home delivery, payment processing, etc.

VI. PAYMENT

Payment Timetable

Once monies have been received by ____ on sales of artworks by the artist, ____ promises to pay the artist 50% of all monies received within 14 days of the receipt of the funds. The 14-day holding period allows time for payments to be deposited and payment funds to clear--a requirement before paying the artist.

In some cases, ____ will allow a collector to pay for an artwork in monthly installments, known as a "payment plan." In the event ____ allows a collector to use a "payment plan," and at the artist's discretion, it will either pay the artist 50% of each monthly payment made by the collector or within 14 days following the final payment made by the collector ____ will make payment in-full. In this event, artwork shall remain in ____'s possession until complete and final payment from collector is received.

VI. PAYMENT CONTD.

_____ takes all reasonable steps to insure that the artist receives the correct amount of pay for each artwork sold, and that artists are paid promptly within the 14-day time period outlined above. In the unlikely event that there is an error in the amount of pay, the artist should promptly bring the discrepancy to the attention of Jack Summers so that corrections can be made as quickly as possible.

VII. PROMOTIONAL MATERIALS

The web has increasingly become an invaluable sales tool. _____ has a web designer on staff to keep our website professional and current at all times. Images and videos you provide will be used on the _____ website, in the _____ inventory system, in-house flat-screen monitors, and for possible reproduction purposes in brochures, invitations, ads, publicity and other matters.

Gallery and its agents are responsible for the proper and private digital storage of high res files and will not, under any circumstance, release high quality images to the public, collectors, potential clients or agents, media sources, or any other entity which is outside the control of the gallery without the artist's prior and express approval.

Artist

To help facilitate the sell of your work nationally, we ask that all artists do the following:

- Send a professional quality digital image no smaller than 300 dpi and at least 5" x 7."
- Include accurate photo credits for each photograph for publication purposes.

Artwork

- Send **jpeg, pdf or MP4** files via email or Dropbox link or on a CD.
- All images must be accompanied by an inventory sheet providing title, retail price, medium and dimensions of the artwork featured.
- Send all images and videos either before or at the same time a work of art is delivered to the gallery.
- * Please anytime you have studio shots, video, etc. send it to us for use on our site and social media, friend us / follow us on all the social media outlets. **this is an added benefit to you as the artist and to the gallery that represents your work!**

If LG requests images for publicity or ads, it is the artist's responsibility to send the images to the gallery by the requested deadline (sometimes months in advance) , and also to insure the accuracy of the image and the information included with it about the work of art.

VIII. DEADLINES AND IMAGE/VIDEO DELIVERY

It is important that the artist follow the timelines provided by _____ for press materials, artwork images, and artwork delivery for exhibitions. The gallery must work far in advance on publicity, and the timetable may appear to be extreme. However, many art publications 5 to 6 months in advance, and museums work years in advance. Therefore, the artist needs adhere to the timetable provided by _____, and deliver the information, artwork, and images time per the gallery's request.

VIII. DEADLINES AND IMAGE/VIDEO DELIVERY CONTD.

Additionally, _____ will request that the artist supply the gallery with significant new artworks for specific exhibitions, art fairs, or other high traffic opportunities. The artist agrees with _____ by providing the works requested on time for such specific and important deadlines. The artist has the option to opt out of exhibitions, art fairs, or other high traffic opportunities if it is not feasible or possible for them to meet the deadline for the event.

Delays can cause needless added expense, including extra shipping costs; thus, any may cause unfortunate exclusion of the artwork from a show or deferment of the ad back to the artist.

IX. GALLERY INSURANCE

_____ provides a comprehensive Business insurance policy to cover the artwork including cost of frame for the artwork consigned to it by the artist.

This **insurance covers the wholesale price** for any damage or loss sustained to an artwork from the time the artwork reaches _____ until the time the artwork is returned to the artist or sold to a collector. Artists must provide **proper shipping containers**. Shipping containers should be strong enough to **survive at least 2 shipments**.

Neither _____ nor the insurance carrier will be liable for any damage caused to a work of art which is due to faulty materials or construction...or acts of war, nuclear occurrences, revolution, insurrection, invasion, hostilities, normal wear and tear, or restoration acts not called for by the gallery.

X. ARTIST INFORMATION

It is the responsibility of each artist to promptly notify _____ by mail or email regarding any changes in his or her personal contact information: mail and email addresses, telephone and fax numbers. If any such information changes, please notify _____ immediately following the change.

The artist is expected to provide _____ with résumés updated annually and artistic statements appropriate to the art currently represented by the gallery.

New artistic reviews, lists of exhibitions or accomplishments, and other such information should be kept accurate and current at all times, for the purpose of representing the artist professionally, during the time of the sale and for the appraisal packets given to each collector.

Any information about your art that can help sell your work should be sent to _____. Even if you have shown at the gallery for a while, new works contain new narratives. Help us to sell your work by sending us information about the techniques used, myths conjured, and experiences captured in each new work. A short paragraph is sufficient.

Send all new information as a Word Doc or PDF and email attachment, so we can transfer it electronically to our letterhead, website, etc.

XI. PROMOTING ART: A MUTUAL COMMITMENT

Exclusive Rights to Sell in _____

Due to the high costs of operating a gallery, and of promoting an artist on the website, through exhibitions, through our advertising and other ongoing efforts, ___ and the artist agree that ___ shall act as the exclusive sales agent for all sales that take place in the state of _____.

_____ Invitational Exhibitions and Gallery Credit

In the event an _____ museum venue invites the artist to participate in an exhibition in _____, the artist agrees to discuss such invitation with ___ before making a commitment to become a part of the invitational exhibition. Further, the artist agrees to ensure that the no-profit _____ venue lists “_____” as the representative of the artist in _____.

If the exhibition is a “for profit” special exhibition, such as at another gallery or museum in _____, ___ requests that the artist contact them before commitment of any sales of the artist's works to discuss the terms. It is the artist's responsibility to notify the other gallery of this commission requirement, though the other gallery is welcome to contact _____ directly to discuss the matter if it so desires.

XII. GALLERY & COLLECTOR CONTACTS INITIATED BY _____

If another gallery, museum, or collector contacts the artist directly after being exposed to the artist's works through the efforts of _____, via exposure through the gallery website, ads, collector referral, museum referral, speaking with staff, or visiting the gallery, that gallery, museum or collector is considered to be an _____ client, and any subsequent sales will be processed through _____.

The artist is responsible for finding out how the collector, gallery, or museum discovered their artwork and for directing the contact back to _____ to complete any purchase, acquisition, or exhibition. The artist should let _____ know immediately when such an event/contact occurs, and inform the interested party that _____ has exclusive rights to sell his or her artwork to such gallery, museum, or collector.

XIII. ADVERTISING & MARKETING

_____ will assume the costs of creating and printing postcard announcements, invitations and advertising. It is the sole decision of the artist to participate in the increased marketing. In addition, the artist and _____ agree that _____ will have the exclusive right to sell the work of art it advertises for the full sales life of the respective ad, regardless of where the artwork was being stored. For a standard gallery invitation, the sales life is considered 4 months. Additionally, the artist agrees not to alter the advertised artwork in any way during the life of the ad or invitation.

XIV. EXHIBITIONS

_____ promises to present high-quality exhibitions in a professional manner. The artist agrees to work diligently toward the exhibition to meet the timelines given by the gallery for press releases and promotions and for delivery of the artwork for installation. The artist agrees to work diligently to provide a museum quality exhibition of **new work** to _____ and acknowledges that he or she will reserve his finest and most significant new works for the exhibition. The artist acknowledges that the artist's failure to provide new and important artworks to the gallery at such crucial times severely limits the gallery's ability to accomplish its goals of selling the artist's work and developing the artist's career. Therefore, failing to supply _____ with new, important works of art for such crucial exhibitions, art fairs, and high traffic opportunities constitutes grounds for dissolving the gallery/artist relationship, as it prevents either party from accomplishing their goals. Art that has been previously exhibited or advertised may not be included in any show, unless special arrangements have been made with _____.

XV. GALLERY AVAILABILITY AND CLOSINGS

_____ is generally open every day except _____ and _____ between the hours of _____ a.m. and _____ p.m. Staffing needs and operational demands may necessitate variations in starting and ending times, though the artist can expect to reach an _____ staff member at any time during our regular business hours. In the event the staff member you are attempting to reach is on a day off or away for vacation, you should refer your question to another staff member who is present at the gallery if it needs immediate attention. Otherwise, please wait until the staff member you are trying to reach returns to the gallery. At times, emergencies such as severe weather, fires, power failures, etc. can disrupt gallery operations. In extreme cases, these circumstances may require the closing of the gallery. The gallery might also be closed during the time of an "away" gallery exhibition or national show. It will be at the sole discretion of _____ to remain open or closed during these times.

XVI. INTERNAL COMMUNICATIONS

Problem Resolution

_____ is committed to providing the best possible working conditions for its artists. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from _____'S owners.

If an artist disagrees with established policies, or practices, they can express their concern to the gallery owner. No artist will be penalized, formally or informally, for voicing a complaint with _____ in a reasonable, businesslike manner. Not every problem can be resolved to all parties' total satisfaction, but it is only through understanding and discussion of mutual concerns that the gallery and artist can develop confidence and trust in each other.

Thank you for being a part of our gallery. Together we hope to enhance your career, create demand for your work, and secure your place within the greater art world.

We honor your work and your trust in us, and we promise to represent your work with the respect, belief, and professionalism it deserves.

We look forward to a wonderful future together!

Sincerely,

_____, Gallery Owner
_____ (email)

_____ (gallery address)

Gallery Contacts and Communications

Please send any new art for hosting consideration, updates about your work or etc. to
_____ (email)

- _____

TO THE ARTIST: _____

PLEASE KEEP THIS AGREEMENT FOR YOUR RECORDS; DO NOT RETURN THE AGREEMENT ITSELF TO THE GALLERY.

RETURN ONLY PAGES 10, 11, & 12:

10: THE ATTACHED ACKNOWLEDGEMENT SIGNED BY YOU.

11: THE ATTACHED INVENTORY SHEET WITH RETAIL PRICES.

12: THE ATTACHED CONTACT INFORMATION SHEET.

Artist Acknowledgement
_____ / Artist Agreement

Please sign, date, and complete the form below.

RETURN THIS PAGE to the gallery.

**I understand and agree to comply with the policies contained in
_____ / Artist Agreement.**

| | |
|-----------------------------------|-------------------|
| Artist (Consignee) – Please Print | Date of Agreement |
| Artist (Consignee) Signature | |

Artist Contact Information

Please Print Clearly

Name

Mailing Address

Shipping Address (*if different from mailing*)

Studio Phone

Cell Phone

Website

E-mail

Facebook Username/URL

Instagram Handle/URL