

Agreement for Exhibition (name)

Artist Name

Gallery Name

# Agreement

Exhibition (name)

***Artist Information:***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

***Gallery Information:***

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Above named parties hereby enter into the following Agreement regarding:

Exhibition: Title \_\_\_\_\_; Start/End Date \_\_\_\_\_; Hi-Resolution Images Deadline \_\_\_\_\_; Shipping Deadline \_\_\_\_\_.

This agreement is confidential and mutually binding between The Artist and The Gallery. Whereas the Artist has created and owns the Artwork and desires to exhibit the same; and whereas the Gallery desires to exhibit the Artwork in the Exhibition, listed on the attached “Artwork Information” Sheet as part of this Agreement; the parties agree as follows:

**1. Artwork.** Artist will create a new and original Artwork which has not been previously exhibited. The said Artwork shall be held at the Gallery for at least 12 months following the End Date of Exhibition.

**2. Display & Artwork Specifications.** Artwork must be submitted to the gallery in ready-to-hang condition, preferably framed (if picture frames include glass, usage of non-reflective acrylic glass is advisable), and must include the necessary hardware for hanging, such as wiring with a sturdy wire and d-rings. Any special mounts, mount instructions or installation instructions should be submitted in writing to the Gallery prior to Artwork shipment to the Gallery. The Gallery reserves the right to frame or re-frame the Artwork, as well as replace any mounting and hanging hardware if necessary.

Artwork must be signed prior to the Exhibition Start Date. If Artwork arrives to the Gallery without a visible signature, then the Artist is financially responsible for any shipping or handling expense, for the purposes of acquiring a signature, to and from the Gallery.

If the Artwork arrives after the Exhibition Start Date, the gallery reserves the right not to exhibit the Artwork.

**3. Shipping and Artwork Identification.** Artwork must be submitted to the Gallery on or by the Shipping Deadline. Artwork must be clearly labeled with the Artist’s name and title of the Artwork. A condition report and completed “Artwork Information” sheet for each Artwork must be included in the shipping container or sent via email prior to Exhibition. Artist is financially responsible for shipping and logistics of the Artwork to the Gallery. Gallery is financially responsible for the return shipping and logistics of any remaining, unsold Artwork.

**4. Responsibility for Loss or Damage, Insurance Coverage.** The Gallery is responsible for the safekeeping of consigned Artworks while they are in its custody. The Gallery is also required to maintain insurance coverage of said works. The Gallery assumes full liability for losses or damages that may occur while the Artworks are in its custody.

**5. Fiduciary Responsibilities.** Title to each of the Artworks remains with 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. The Gallery shall pay all amounts due the Artist before any sale proceeds are made available to creditors of the Gallery.

**6. Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified by the Artist to include the Gallery's commission of XX%. 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 Xth of the month following the month of sale.

**7. Marketing & Promotion.** Artist must submit a list of the Artwork intended for Exhibition (Title, Dimension, Frame Dimension, Medium, Price, etc.) 30 days prior to Exhibition Start Date. Artist must supply the Gallery with Hi-Resolution Image(s) of the Artwork 20 days prior to Exhibition Start Date, or by the Hi-Resolution Deadline. Artist must supply at least 1 Hi-Resolution Image at 2 months prior to the Exhibition Start Date for purposes of marketing and promotion. Artist is responsible for taking all photographs of the Artwork. Gallery will not be responsible for photographing the Artwork before, during, or after the Exhibition. Artwork, in connection with this Exhibition, may be reproduced in any media for purposes of promotion including but not limited to photography, scanning, and filming, Press and TV, educational, documentation and exhibition publicity materials, and the website of the Gallery. Artist must utilize best efforts across their own websites and Social Networking platforms. Social Networking posts should include the corresponding handles or "tags", "hashtags", sales contact information, preview contact information and any other details in connection to the Exhibition.

**8. Exhibition Schedule and Gallery Exclusivity Term.** Artist must comply with the following rules of scheduling, as it corresponds to the type of Exhibition in which they will be participating.

- a) Group Exhibition. Artist will not participate in more than 3 group exhibitions at another gallery within 3 months before or after the exhibition.
- b) Solo Exhibition. Artist will not participate in any solo exhibitions at another gallery within 3 months, or at a gallery based in the area within 6 months, before or after the exhibition. In addition, Artist will not participate in any group exhibitions at another gallery in the area within 3 months before or after the exhibition.

Artist will keep an "open communication" and inform the Gallery of any previous commitments to any other gallery, prior to booking a solo Exhibition with the Gallery.

**9. Choice of Law.** Artist and Gallery agree that this Assignment shall be deemed governed by the laws of Great Britain and, further, each agrees to submit to the subject matter and personal jurisdiction of the courts in Great Britain. This Agreement supersedes all prior and contemporaneous agreements and discussions of the parties hereto regarding the subject matter hereof and the contract(s) assigned hereby and, as written, constitutes the entire agreement of the parties.

This Agreement may not be amended except in a writing signed by all parties.

**10.** A copy of this agreement must be on file at the Gallery before art is displayed.

\_\_\_\_\_  
Signature of Artist

\_\_\_\_\_  
Signature of Authorized Gallery Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_