

Art Consignment Agreement

Artist Name

Gallery Name

# Art Consignment Agreement

## ***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:

**1. Agency; Purposes.** The Artist appoints the Gallery as agent for the works of art (“list of specific Artworks”) consigned under the Agreement, for the purposes of exhibition and sale. The Gallery shall not permit the Artworks to be used for any other purposes without 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 inventory sheet provided by the Artist (see attachment Appendix 1).

**3. Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks and that the descriptions and other such information are true and accurate.

**4. Consignment Duration.** The Artist and the Gallery agree that the initial term of consignment for the Artworks is to be up to XX months from the date delivered to the gallery, unless otherwise agreed to in writing.

**5. Display Of Artworks.** All works submitted for display shall be displayed ready adhering to the policies of the gallery. The gallery maintains sole control over the display, placement, lighting and labeling of the artwork under consignment. If anyone other than the Artist is to pick up works of art, written authorization from the artist must be presented by the person picking up the works.

**6. Transfer of Works To and From Gallery.** Unless otherwise agreed, responsibility for the safe transfer of the works to the Gallery remain with the Artist, while Gallery is responsible for returning the unsold work to the Artist and all deliveries to and from buyers.

**7. 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.

**8. 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.

**9. 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.

**10. Title to Artwork.** Title to each of the Artworks remains with the Artist until the Artwork is sold; title then passes directly to the purchaser. Items not picked-up by the Artist

within X business days following the end of the consignment period or other mutually agreed upon date will be put in storage at the Artist's expense.

**11. Removal from Gallery.** The Gallery shall not lend out, remove from the premises, or sell any of the Artworks on approval without first obtaining written permission from the Artist.

**12. 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.

**13. Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery assumes the right to use images of art work to publicize and promote the Artworks through social media, web page, print advertising and newsletters. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

**14. Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by the Gallery to the Artist on a regular basis. 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 Artwork.

**15. Termination of Agreement.** Notwithstanding any other provision of this agreement, the 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 all unsold Artworks shall be returned by the Gallery.

**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 in relation to any other part: in such case, the document shall be construed as if such invalid or unenforceable provision had not been included. 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.** 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.

**19.** 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: \_\_\_\_\_