

Gallery Representation Agreement

Name of Artist

Name of Gallery

Agreement

Gallery Representation

This is an annual representation agreement between Gallery _____ and the undersigned Artist _____

1. **Term of Agreement.** Date _____ to Date _____

2. **Promotion and Publicity.**

a) Artist Profile. An artist profile will be written for you by one of our public relations writers. Artist is required to submit all relevant information (as per written request) prior to the engagement.

b) Online Promotion. Gallery will start promoting selected Artworks upon signing this agreement provided all requested information is made available by the Artist. Artist is required to submit all relevant information requested by the Gallery no longer than 1 week after signing the agreement.

c) Social Media. Information about the artist and his/her artwork will appear on at least one of the Gallery Social Media channels such as Facebook, Instagram, Twitter and others. The social media promotion will be aimed at introducing you and your artwork to collectors, new art buyers and the art community such as galleries, designers, art fairs, book and magazine publishers.

d) CV / Biography. You may include “Represented by Gallery _____” on your CV / biography & website.

e) Ongoing Promotion of The Artwork. We will address questions from art buyers who have viewed your artwork on our website during your representation term and/or by onl presentations.

3. **Exhibitions.**

a) Number of Exhibitions. The Gallery will arrange X number of exhibitions featuring the Artist and his/her Artwork during the period of time specified in this agreement.

b) Artwork Selection. Each exhibition will feature a minimum of X artworks by the Artist. The number of additional artworks will depend on the space allocated for the exhibition and the dimensions of the selected artworks.

c) Scheduling. Exhibitions take place during the representation term and allow time for promotion, mailings and advertising. The Gallery is responsible for providing the key dates relating to each exhibition, such as delivery date, exhibition opening date, reception date, exhibition closing date and pickup date, in timely manner.

e) Online Exhibition Promotion. Each selected artwork will be posted on the Gallery website (url: _____) 2-1 weeks prior to each exhibition and will remain there for the duration of the exhibit and a minimum of 3 months after. All exhibition related information will be then archived and accessible on our website archives only.

f) Targeted Public Relations. The Gallery will invite a targeted list of contacts such as: private art buyers, consultants, corporations, profit and nonprofit organizations and/or members of the media. Invitations to each exhibition will be emailed to our extensive mailing list. Samples of the selected artwork will also be published in the Gallery catalog (published annually) and made available to gallery visitors.

g) Shipping/Delivery/Pickup/Customs/Stretching/Framing. The Artist is responsible for all arrangements and costs pertaining to the stretching and/or framing, packing, shipping and customs fees. Unless otherwise agreed to in writing, artwork left at the gallery for more than thirty (30) days after each exhibition pick up date will be deemed abandoned and the property of the Gallery, and the Gallery may dispose of it at its sole discretion.

h) Installation. The Gallery is responsible for unpacking, installing, and, if necessary, repacking all artwork after each exhibition.

i) Insurance. The Gallery is responsible for maintaining a relevant insurance policy covering all artwork on its premises. The Artist is solely responsible for insuring the artwork while in transit to and from the gallery.

4. Sales

a) **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.

b) ***Sales-Related Information.*** Please note that the Gallery is not liable for any matters related to the Internet sites, including, and without limitation; outage; downtime; server and network issues; etc. that may affect the display of the Artwork.

5. *Accounting.* A statement of accounts for all sales of the Artworks shall be furnished by the Gallery to the Artist on a regular basis as indicated under section 9 of this agreement. 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.

6. *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.

7. *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.

8. *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.

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.

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: _____