

## **Consignment Agreement**

On DATE, the Artist, \_\_\_\_\_, and the Gallery, \_\_\_\_\_, hereby enter into the following Agreement:

1. *Agency; Purposes.* The Artist appoints the Gallery as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition and sale. The Gallery shall not permit the Artworks to be used for any other purposes without the 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 attached Inventory Sheet which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. All Inventory Sheets shall be signed by Artist and Gallery.

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

4. *Duration of Consignment.* The Artist and the Gallery agree that the initial term of consignment for the Artworks is to be three months, 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 of the Artworks or the Gallery requests that the Artist take back any or all of the Artworks with which request the other party shall comply promptly.

5. *Transportation Responsibilities.* Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gallery, shall be the responsibility of the Artist. The delivery of Artworks from the Gallery to the Artists, shall be the responsibility of the Gallery.

6. *Responsibility for Loss or Damage.* The Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. The Gallery shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks), to the full amount the Artist would have received from the Gallery if the Artworks had been sold.

7. *Fiduciary Responsibilities.* Title to each of the Artworks remains in 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.

8. *Pricing; Gallery's Commission; Terms of Payment.* The Gallery shall sell the Artworks based on the prices and terms specified on the Inventory Sheet. The Gallery and the Artist agree that the

Gallery's commission is to be \_\_\_\_\_% percent of the final sale price of the Artwork, including client/designer discounts of \_\_\_\_\_% or less. Any change in the price or terms, 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 Gallery within ten working days after the date of sale of any of the Artworks.

9. *Reproduction.* The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties.

10. *Termination of Agreement.* Notwithstanding any other provision of this Agreement, this 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.

11. *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.

12. *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 for any reason, such holding shall not affect the validity and enforceability of any other part. 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.

13. *Choice of Law.* This Agreement shall be governed by the law of the State of \_\_\_\_\_.

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Signature of Artist

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Signature of Gallery Representative

Artist Contact Information:

Name:

Mailing Address:

Email Address:

Phone Number:

Social security number, or Tax ID number: