

ART CONSIGNMENT AGREEMENT

AGREEMENT made this ____ day of _____, 20__, between
____ ("Artist") of _____,
and _____ ("Gallery") located at
_____.

FOR ONE DOLLAR AND 00/100 (\$1.00) and other valuable consideration, the Artist and the Gallery agree as follows:

1. AGENT:

The Artist appoints the Gallery as its agent for the purpose of exhibition and sale of the works of art and signed under this Agreement.

2. CONSIGNMENT:

The Artist consigns to the Gallery and the Gallery accepts on consignment, those works of art set forth on Exhibit A, attached hereto and made a part hereof. The Artist and the Gallery may supplement Exhibit A, from time to time.

3. WARRANTY OF CREATION AND OWNERSHIP:

The Artist hereby warrants that he/she created all of the works of art listed on Schedule A and that the Artist possesses all legal rights in them.

4. TERM:

The term of this Consignment Agreement will be for ____ months, with the rights of either party to terminate this Agreement upon ____ days' written notice.

5. DELIVERY AND RE-DELIVERY:

Packing and shipping expenses and risk of loss incurred in delivery of works of art to the Gallery shall be the responsibility of the Artist. For the return of the remaining works of art to the Artist, at the conclusion of this Agreement, _____ shall be responsible for the charges.

6. TRUE CONSIGNMENT:

Title to the works of art in the Gallery shall remain with the Artist until sold and the Artist's portion of the sale proceeds are remitted to the Artist. During the term of the

consignment, the Gallery shall be responsible for the safekeeping of all consigned works of art. The liability of the Gallery shall be limited to the amount the Artist would have received had a work of art been sold. The Gallery shall note, in a conspicuous public manner, that the works are consigned and remain the property of the Artist.

7. PRICING:

The Gallery shall offer the works of art for sale at the prices set forth in Exhibit A. It will not accept any lesser price, without the prior consent of the Artist. Absent a prior written agreement, no work of art shall be sold without payment in full.

8. GALLERY'S COMMISSION FOR ITS SERVICES RENDERED PURSUANT TO THIS AGREEMENT:

The Gallery shall be entitled to receive a commission equal to ____% of the sales price of the works of art.

9. EXHIBITION AND PROMOTIONS:

The Gallery agrees to hold such exhibitions solo or joint with other similar artists, so as to expose the Artist's works of art to the buying public. The costs of any promotional activities incident to such exhibitions shall be paid as follows:

(Insert any agreed upon provisions here)

10. REPRODUCTION:

The Artist reserves the copyright in all works of art. The Gallery may, for the sole purpose of promoting the works of art, photograph them for inclusion in a catalog, or other promotional materials so long as, in each instance, the Artist is credited as the creator of the work and the holder of the copyright. Further, each bill of sale for a work of art shall contain the following legend:

All rights belonging to the holder of the copyright, including the production rights, shall remain with the Artist.

11. MAINTENANCE AND INSPECTION OF BOOKS AND RECORDS:

The Gallery agrees to maintain books and records, in the ordinary course of business, showing all activities involving the works of art. The Gallery further agrees to account

to the Artist on a _____ basis, in a form agreed upon by both parties. The Artist shall have the right to inspect the Gallery's books and records as they pertain to the works of art.

12. MISCELLANEOUS PROVISIONS:

This Agreement represents the entire agreement between the parties. If any part of the Agreement is held to be illegal or unenforceable, such holding will not affect the validity of the balance of the Agreement. This Agreement shall not be assigned without the prior written consent of the Artist.

13. MODIFICATIONS:

Only written modifications signed by both parties shall be valid.

14. CHOICE OF LAWS:

This Agreement shall be covered by the laws of the State of _____.

ARTIST

GALLERY

By: _____

Its:

SCHEDULE A