



Gallery-Artist Consignment Agreement

GALLERY ("The Gallery"):

The Mayflower Arts Center
9 West Main Street
Troy, OH 45373
937.215.5257
MayflowerArtsCenter@gmail.com
www.MayflowerArtsCenter.com

ARTIST ("Artist"):

hereby enter into the following agreement of terms:

- 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. This agreement applies only to works consigned under this **Agreement** and does not make **The Gallery** a general agent for any other works.
- 2. Consignment.** The **Artist** hereby consigns to **The Gallery**, and **The Gallery** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** and **Inventory Tags** which is a part of this **Agreement**. Additional Inventory Sheets/Inventory Tags may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Inventory Sheets/Inventory Tags** shall be signed by **Artist** and **Gallery**.
- 3. Authority of Accepted Artist's Works.** Works of art may be accepted for consignment only by or by any person designated by either of them in writing as authorized to accept works of art hereunder. **The Gallery** may reject artworks at the Owners discretion.
- 4. Warranty.** The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.
- 5. Duration of Consignment.** The **Artist** and **The Gallery** agree that the initial term of consignment for the **Artworks** is to be ___ week(s) or the duration of the Exhibition, 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 within 30 days.
- 6. 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**, and/or from **The Gallery** to the **Artist**, are the exclusive responsibility of the **Artist**.
- 7. Responsibility for Loss or Damage, Insurance Coverage.** **The Gallery** shall be responsible for the reasonable safekeeping of all consigned **Artworks** while they are in its custody. The **Artist** shall be strictly liable for any loss or damage and/or any/all insurances of the aforementioned.
- 8. 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. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. **The Gallery** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **The Gallery**.
- 9. Notice of Consignment.** **The Gallery** shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

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

11. Pricing; Gallery's Commission; Terms of Payment. The Gallery shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. The Gallery and the **Artist** agree that the Gallery's commission is to be 30 percent of the Retail Price of the **Artwork**. 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 **Gallery** within **30 days** after the date of the sale of any of the **Artworks**. The **Gallery** assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.

11b. Studio Sales Made Through Gallery Referral. The Gallery shall be entitled to a commission of 30 percent on **Artworks** sold directly by the **Artist** to a purchaser through Studio Sales, when these sales were made through contacts established initially through the **Gallery**. The **Artist** shall pay any such fees to the **Gallery** within **30 days** of the date of final payment for the sale. In the event that the **Artwork** is subsequently returned by the purchaser to the **Artist** for a refund, the **Gallery** shall promptly return to the **Artist** any fee it has received.

12. Framing. Any/all framing of the **Artwork** are the exclusive responsibility of the **Artist**. Framing (or other presentations) of said **Artwork** are to be of a high standard. Substandard framing/presentation could be cause for **The Gallery** to reject/refuse said **Artwork**.

13. 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**. The **Gallery** and the **Artist** shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in **The Gallery's** exhibitions and other promotional activities undertaken on the **Artist's** behalf.

14. Reproduction. The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. The **Gallery** will be permitted to use the **Artworks** to be copied, photographed or reproduced for the purpose of promotion without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**. The **Gallery** shall include on each bill of sale of any **Artwork** the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the **Artist**."

15. Accounting. A statement of accounts for all sales of the **Artworks** shall be furnished by **The Gallery** to the **Artist** on the 15th of each month, with the payment of all funds due. 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 **Artworks**.

16. 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 giving a sixty (60) day 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** (at the expense of the **Artist's** estate).

17. 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.

18. 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. 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**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

19. Choice of Law. This **Agreement** shall be governed by the law of the State of Ohio.

Consented and agreed to: **Artist**

ARTIST: _____
PRINTED NAME SIGNATURE DATE

Consented and agreed to: **The Gallery**

GALLERY: _____
PRINTED NAME SIGNATURE DATE



Artwork Inventory

GALLERY (“The Gallery”):

The Mayflower Arts Center
 9 West Main Street
 Troy, OH 45373
 937.215.5257
 MayflowerArtsCenter@gmail.com
 www.MayflowerArtsCenter.com

ARTIST (“Artist”):

The following Artwork(s) will be exhibited at The Mayflower Arts Center from _____
 to _____, as supported by **Gallery-Artist Consignment Agreement**.

Consignment Agreement Artworks List

	Title	Medium	Dimensions	Retail Price	Gallery Commission
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Consented and agreed to: **Artist**

ARTIST: _____
 PRINTED NAME SIGNATURE DATE

Consented and agreed to: **The Gallery**

GALLERY: _____
 PRINTED NAME SIGNATURE DATE



Inventory Tags

The following inventory tags **MUST** be completed by the **Artist** and attached to any/all **Artwork** prior to delivery of **The Gallery**.

Artist: _____	Artist: _____
Title: _____	Title: _____
Medium: _____	Medium: _____
Piece #: _____ Price: _____	Piece #: _____ Price: _____
Artist's Signature: _____	Artist's Signature: _____
Received: _____ Sold: _____	Received: _____ Sold: _____
Artist: _____	Artist: _____
Title: _____	Title: _____
Medium: _____	Medium: _____
Piece #: _____ Price: _____	Piece #: _____ Price: _____
Artist's Signature: _____	Artist's Signature: _____
Received: _____ Sold: _____	Received: _____ Sold: _____
Artist: _____	Artist: _____
Title: _____	Title: _____
Medium: _____	Medium: _____
Piece #: _____ Price: _____	Piece #: _____ Price: _____
Artist's Signature: _____	Artist's Signature: _____
Received: _____ Sold: _____	Received: _____ Sold: _____