

Artist Gallery Sales Agreement

Submissions

IUAH retains a 20% commission for all gallery sales. All exhibited artwork will be determined by the artist. Prices may not be changed during the coordination or the run of this exhibition.

Liability

Artists are responsible for insuring work while in transit and during the exhibition. Artists are also responsible for providing work that is sturdy and durable for necessary hanging purposes.

Documentation

IUAH reserves the right to photograph works for publicity and archiving purposes. By agreeing to exhibit at IUAH indicates agreement with all of these terms and conditions.

This Agreement contains indemnification and hold harmless provisions for which you will be responsible. Read this very carefully before signing.

Artist (Name) _____ (Artist)

(Address) _____

(Phone/Home) _____ (cell) _____

(Email) _____ (website) _____

Artist and InterUrban ArtHouse Inc, 8001 Conser St., Suite 290, Overland Park, KS 66204 hereby enter into the following Agreement:

1. Agency; Purposes. The **Artist** appoints **InterUrban ArtHouse Inc.** as agent for the sale of works of art (the Artworks). **InterUrban ArtHouse Inc.** shall take reasonable precaution to prevent the Artworks from being used for any other purposes without the written consent of the Artist. InterUrban Arthouse Inc. shall have no additional duties or obligations unless they are specified in writing.

2. Authorization. The **Artist** authorizes **InterUrban ArtHouse Inc.,** to sell 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 sale of other works of art. All **Inventory Sheets** shall be signed by **Artist** and **InterUrban ArtHouse Inc.** **InterUrban ArtHouse Inc.** may reject Artworks, for any reason, at its discretion. Each Artwork listed on an Inventory Sheet shall be accompanied by a Retail Price. Artist alone is responsible for establishing the Retail Price and any pricing advice given by InterUrban Arthouse, Inc. shall only be deemed its opinion.

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. Artist further warrants that s/he has retained no copyright or other intellectual property right to the **Artworks**. Artist agrees to indemnify and hold harmless InterUrban Arthouse, Inc. from any claim, demand or legal action by any party, including damages, punitive damages, attorneys fees, costs and expenses, arising out of, or related to a violation of property rights regarding any of the **Artworks**. Artist further agrees not to encumber the **Artworks**.

4. Duration of Authorization. The **Artist** and **InterUrban ArtHouse Inc.** agree that the initial term of authorization for the **Artworks** is to be _____ months or until the **Artworks** are sold, and that the **Artist** may not seek their return before the end of this term, unless **InterUrban ArtHouse** agrees. Thereafter, consignment shall continue until the **Artist** requests the return of any or all of the **Artworks** or **InterUrban ArtHouse Inc.** requests that the **Artist** take back any or all of the **Artworks** with which request the other party shall comply within 14 days.

5. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** to and from the **Artist** to **The InterUrban Arthouse, Inc.** are the responsibility of the **Artist**. It remains **Artist's** responsibility to seek recovery of any loss incurred during shipping and handling.

6. Responsibility for Loss or Damage, Insurance Coverage. It is the obligation of **Artist** to insure the **Artworks** against all losses, damages and hazards while in the possession of **InterUrban Arthouse, Inc.** **InterUrban ArtHouse Inc.** shall not be responsible for damage to or loss of the **Artworks**, regardless of the source of the damage or loss, and even if the damage or loss is caused by the neglect or intentional misconduct of **InterUrban Arthouse, Inc.** or its employees or agents. **Artist** agrees to indemnify and hold harmless **InterUrban Arthouse, Inc.** from any claim, demand or legal action by any party, including damages, punitive damages, attorneys fees, costs and expenses, arising out of, or related to loss, damage or other hazards to the **Artworks**.

7. Sales and Proceeds. 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 **Artwork(s)**; upon payment in full of the purchase price, title to the **Artwork(s)** then passes directly to the purchaser. At no time shall **InterUrban Arthouse, Inc.** be deemed an owner of the **Artworks**. All proceeds from the sale of the **Artworks** shall be held by **InterUrban ArtHouse Inc.** and will be paid to the **Artist**, after the deduction of the commission described in, and in the time period specified by, Section 11 in a reasonable time.

8. Notice to Public. **InterUrban ArtHouse Inc.** shall give notice, by means of a clear and conspicuous sign in full public view that the **Artworks** are being sold subject to this Agreement.

9. Removal from InterUrban ArtHouse Inc. **InterUrban ArtHouse Inc.** shall not lend out, permit the removal from its premises or sell "on approval" any of the **Artworks**, without written authorization from the **Artist**. If such written authorization is provided, **InterUrban Arthouse, Inc.** shall not be liable to **Artist** for any loss of, damage to or destruction of the **Artwork(s)** subject to the authorization.

10. Pricing; InterUrban ArtHouse Inc.'s Commission; Terms of Payment. **InterUrban ArtHouse Inc.** shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. **InterUrban ArtHouse Inc.** and the **Artist** agree that the **InterUrban ArtHouse Inc.** commission is to be twenty percent (20%) of the Retail Price of the **Artwork**. Any change in the Retail Price or in **InterUrban ArtHouse Inc.'s** commission, must be agreed to in advance, in writing, by the **Artist** and **InterUrban ArtHouse Inc.**

Payment to the Artist shall be made by **InterUrban ArtHouse Inc.** on the 15th day of the month following the month in which the sale occurs, less all commissions due. **InterUrban Arthouse, Inc.** reserves the right to reject any offer for an Artwork that is not in cash.

11. Promotion. **InterUrban ArtHouse Inc.** shall use its best efforts to promote the sale of the **Artworks.** **InterUrban ArtHouse Inc.** agrees to provide adequate display of the **Artworks,** and to undertake other promotional activities on the **Artist's** behalf. **InterUrban ArtHouse Inc.** 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.** **InterUrban ArtHouse Inc.** and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in **InterUrban ArtHouse Inc.** exhibitions and other promotional activities undertaken on the **Artist's** behalf.

12. Accounting. A statement of accounts for all sales of the **Artworks** shall be furnished by **InterUrban ArtHouse Inc.** to the **Artist** on the 15th of each month following a sale, with the payment of all commissions due. The **Artist** shall have the reasonable right to inventory his or her **Artworks** in the gallery

13. Termination of Agreement. Notwithstanding any other provision of this **Agreement,** this **Agreement** may be terminated at any time by either **InterUrban ArtHouse Inc.** or the **Artist,** by giving a thirty (30) day written notification of termination. In the event of the **Artist's** death, the estate of the **Artist** shall have the right to terminate the **Agreement.** Within thirty (30) days of the notification of termination, all accounts shall be settled and all unsold **Artworks** shall be retrieved the **Artist's** estate.

14. Procedures for Modification. Amendments to this **Agreement** must be signed by both **Artist** and **InterUrban ArtHouse Inc.** and attached to this **Agreement.** Both parties must initial any deletions made on this form and any additional provisions written onto it.

15. Miscellaneous. This **Agreement** represents the entire agreement between the **Artist** and **InterUrban ArtHouse Inc.** regarding the sale of Artworks. 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 parties** whether by operation of law or otherwise, without the prior written consent of the **other party.** 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.

16. Choice of Law. This **Agreement** shall be governed by the law of the State of Kansas.

Length of Contract From _____ To _____

AGREED:

_____ (Artist) _____ (Date)

_____ (Gallery) _____ (Date)

