Consignment

Agreement

Between

(“Artist”) Artist:

Address:

Email:

Phone number:

And

(“Venue/Gallery”) Gallery:

Address:

Email:

Phone number:

Represented by:

**1.Purpose**

The artist consigns to the venue following work:

* Name of the artist
* Title
* Year
* Material
* Dimension
* Edition #
* Image
* Retail Price
* Production Costs $..... Fronted by ........ (gallery/artist)

The work will also be added to the inventory list.

**2.Responsibilities of the gallery**

The gallery’s responsibility is to sell the artist’s work.
The gallery will also:

* Install and de-install the work
* Provide the artist with photos of the installation
* Pay for shipping to and from the gallery
* Photograph the work and provide the artist with these photos in high resolution (300dpi) and low resolution (72dpi)
* Provide the artist with the name of the buyer of any work, address and email

The artist understands that the gallery does not promise any particular outcome from its sales efforts.

**3.Responsibilities of the artist**

The artist’s responsibility is to provide the gallery with this artwork.

Furthermore, the artist confirms to:

* Exclusively sell this artwork only through the gallery and not through the studio
* Deliver according to deadlines
* Communicate with the gallery
* Support the gallery on marketing efforts
* Provide the gallery with an updated biography and portrait (jpg,300dpi)

**4.Terms**

The gallery will offer consigned works for the prices noted above. Unless agreed in writing before the sale of a work, the terms are the following:

* The artist will receive ......% of the retail price, after subtracting production costs.
* Production costs for a particular work will be reimbursed 100% when that work sells.
* The gallery will not deliver work to a buyer until the entire amount is received by the gallery.

 **5.Discount**

To help sales, the gallery can offer a discount of ..... (10/15/20%) to any buyer without the prior approval of the artist. If a discount is given, it’s evenly (50/50) deducted from by gallery’s and artist’s revenue share. If a gallerist would like to purchase a work for the gallery’s own collection, a discount of ..... (30/40/50%) is granted.

**6.Sale proceeds**

In the case a sale takes place, the gallery will pay the artist within .... (30/60) days after receiving payment from the buyer. The gallery will provide the artist with the name, address and email address of the buyer.

The transfer is via wire transfer to this bank account:

* Beneficiary Name & Address
* Bank Name & Address
* IBAN
* BIC
* Account Number
* Routing Number

**7.Shipping**

The gallery will pay for all shipping costs. If works are shipped from the studio to the gallery or a venue organized by the gallery, the artist will make sure that the works are packed and crated sufficiently to prevent any damage in transit. While in transit, the gallery will insure the works for no less than the sales price. If a consignment is ended, the gallery will also pay for the shipping from the gallery to the studio. The gallery is also responsible for shipping the work to and from any outside venues, including insuring the work for risk of loss or damage during shipment.

**8.Storage**

The gallery is responsible for safekeeping the work while it is in the gallery’s possession. The gallery will insure the work for no less than its retail price for any loss or damage. To be clear: If any work is lost or damaged beyond repair while under consignment to the gallery, the gallery will pay the artist the full retail price.

**9.Copyright**

The artist owns the copyright to all artworks and images of his/her work. The gallery can use images of consigned work to promote the artist’s work. This includes sharing them with the press, uploading them to third party digital platform and sharing it with collectors.

The credit should be: “Courtesy of ...... (gallery name) and ......(artist name).

**10.Termination**

This agreement starts on the day it is signed and lasts for ......(1/2/3/4) years and then automatically renews for .... (1/2/3/4) years. Termination needs to be in writing. When terminated, the gallery will return any unsold works to the artist at the gallery’s expense and will settle any outstanding debts within ...... (30/60) days. If the gallery terminates the agreement before the end of the term:

* The gallery will pay the artist back for any unrecouped production costs, fronted by the artist, if the artist terminates the agreement before the end of the term,
* The artist will pay the gallery back only for unrecouped production costs, fronted by the gallery

**11.Warranties**

This agreement only applies to works in the consignment agreement.

The artist confirms that he/she:

* Created the works-Owns the works
* Owns all proprietary rights to it:
* Has the right to appoint the gallery as agent to sell the works.

The artist retains title in each work until the artist is fully paid for any sale. The title then passes directly to the buyer. The gallery holds the artist’s proceeds from a sale in trust. The artist shall not be subject to claims by any creditors of the gallery. If the gallery becomes insolvent, the artist shall have the rights of a secured party. If the artist dies or the gallery becomes insolvent, this agreement will automatically terminate. This agreement replaces any earlier agreements between the parties. It may only be modified in writing, signed by both parties. If any part of this agreement are illegal or unenforceable, the rest of the agreement will remain effective. If the parties go to court, the losing party will pay the winning party’s reasonable attorneys’ fees. This agreement is governed by the laws of ........... (Country).

Date:

Artist signature: Gallery signature: