

Artist-Gallery Contract

AGREEMENT made on _____(date),
by _____
(Artist- hereinafter referred to as the "Artist")
and _____
(Gallery and/or representative thereof- hereinafter referred to as the "Gallery" or
the "Representative", where appropriate).

Term and Termination. This Agreement shall last a calendar month and may be terminated by either party giving thirty days written notice to the other party. The agreement shall automatically terminate with the death of the Artist, the death of the Representative or termination of employment of the Representative with the Gallery, if the Gallery moves to a new location, or the Gallery becomes bankrupt or insolvent. On termination, all works consigned hereunder shall immediately be returned to the Artist.

1. Exhibitions. The Gallery shall provide participation for the Artist in a gallery or group show. Days between _____ and _____ 2012 in the exhibition space located at _____
(address). The Gallery shall display in a highly visible location any media provided by the Artist for the duration of the exhibition (business cards, flyers, promotional materials, Artist's biography, guest book, etc.). The expenses of the exhibition shall be paid for in the respective percentages shown below.

2. Commissions. The Gallery shall receive a _____ percent commission of the retail price of each work sold. Percentage is to be taken from the total sale price. In accordance with this sales percentage, the Gallery shall provide:

- Printing and distribution of promotional materials no less than 30 days prior to the exhibition.
- Online and email promotions no less than 30 days prior to the exhibition.
- Labels/wall tags for all artwork displayed.
- Point of purchase for all sales transactions.
- Artist's reception at the opening and/or close of the exhibition with refreshments:
 Wine Beer Hors D'oeuvres Other: _____
- Artist shall receive complimentary refreshments for the duration of the reception.
- Live music.
- Any unsold works shall be returned to the Artist at the Gallery's expense within 30 days of the close of the exhibition.

Notes: _____

3. Prices. The Gallery shall sell the works at the retail prices provided by the Artist, shown on the Record of Consignment.

4. Loss or Damage. The Gallery will cover up to and not over \$_____ (total value of all work displayed) on art stolen or damaged. The Gallery will have security that keeps watch on individuals entering and leaving the premises. The Gallery will secure and watch over the work of the Artist to the best of its ability. The Gallery will not be held liable for damage incurred by natural disaster, earthquake, and/or other environmental factors, or acts of God. Liability of the Gallery for damage incurred by water or fire shall be determined on a case-specific basis. If loss or damage is incurred, the Gallery shall be liable for the full retail price, and shall forfeit any sales percentages due from said piece(s).

5. Security Interest. Title to and security interest in any works consigned or proceeds of sale under this Agreement are reserved to the Artist. In the event of any default by the Gallery, the Artist shall have all the rights of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Gallery's creditors. The Gallery agrees to execute and deliver to the Artist, in the form requested by the Artist, a financing statement and such other documents that the Artist may require to perfect its security interest in the works. In the event of the purchase of any work by a party other than the Gallery, title shall pass directly from the Artist to the other party. In the event of the purchase of any work by the Gallery, title shall pass only upon full payment to the Artist of all sums due hereunder. The Gallery agrees not to pledge or encumber any works in its possession, nor to incur any charge or obligation in connection therewith for which the Artist may be liable.

6. Assignment. This Agreement shall not be assignable by either party hereto, provided, however, that the Artist shall have a right to assign money due him or her hereunder.

7. Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration before _____ 2012 in _____ (city/state), and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum of less than \$500.

8. Modifications. All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between parties hereto.

9. Web Sales. All artwork exhibited at the Gallery may also be displayed for sale on the Gallery website. Work on the site will be posted on the site indefinitely until appropriately sold or requested by participating artist to be removed. Artwork sold online from Gallery promotions, Gallery website, etc. are to be sold with the Gallery taking a _____ percent commission and the artist receiving _____ percent of the sale.

10. Store items. All store items are to be sold under the above conditions- _____ percent commission will be collected from total sales by the Gallery. If the store items have not sold under the terms agreed upon within the 30 day exhibiting period, the Artist may choose to have the items returned by the Gallery, or to renegotiate terms for an additional exhibition period. The Gallery will cover up to and not over \$_____ (total value of items in store) on items stolen or damaged. The Gallery will have security that keeps watch on individuals entering and leaving the store premises. The Gallery will secure and watch over the work of the Artist to the best of its ability.

11. Governing Law. This Agreement shall be governed by the laws of the State of _____ IN WITNESS WHEREOF; the parties hereto have signed this Agreement as of the date first set forth above.

12. Payments. The Gallery shall pay the Artist all proceeds due to the Artist within thirty days of the closing show, unless a payment schedule has been arranged with the art buyer and approved by the Artist. No sales on approval or credit shall be made without the written consent of the Artist and, in such cases; the first proceeds received by the Gallery shall be paid to the Artist until the Artist has been paid all proceeds due.

13. Accounting. The Gallery shall furnish the Artist with an accounting upon Artist's request. Each accounting shall state for each work sold during the accounting period the following information: the titles of the work, the date of sale, the sale price, the name, address, and contact information of the purchaser, the amounts due the Gallery and the Artist, and the location of all works consigned to the Gallery that have been sold. An accounting shall be provided in the event of termination of this Agreement.

Artist _____

Gallery _____

Gallery Representative(s) _____

Record of Consignment

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____

Title _____

Approximate size in inches (for web sales): _____

Medium _____

Price \$ _____