

Gallery Contract

Agreement is made between _____ (hereinafter referred to as the "Artist"), and the undersigned Gallery or artist's representative (hereinafter referred to as the "Recipient").

- 1)** The artist appoints the recipient as an agent for the sale of his/her paintings and promises to supply the recipient with a sufficient number of paintings to satisfy demand. The recipient wishes to represent the artist under the terms and conditions of this contract.
- 2)** The recipient will supply a consignment agreement to the artist each time new works are received by the recipient, showing painting's title, size, and the artist's given retail price (gallery may not raise this price without written permission from the artist).
- 3)** The artist's retail price, less the recipient's commission of _____ % will be remitted to the artist within thirty (30) days of the date of closing the sale. The title of those works remains with the artist until the works are sold and the artist is paid in full, at which time the title passes directly to the purchaser. Even after sale, the artist retains all reproduction rights to the painting and it is the responsibility of the gallery to advise all buyers of this fact.
- 4)** In the case of installment sales, the artist's payments of _____ % shall be forwarded to him each month. Layaway sales shall not exceed six months without the artist's written consent. The painting will remain in the possession of the recipient until full payment has been received.
- 5)** A copy of the sale's invoice on each painting, showing the name, address, and phone number of the customer and the retail amount paid, shall be attached to the remittance of the artist, who agrees not to share this information with any other gallery.
- 6)** The recipient will assume full responsibility for the painting as well as the frame. It is the responsibility of the recipient to repair or replace any frame that is not in the condition in which it was received.
- 7)** In the event that a customer declines the frame, a maximum of ten percent (10%) may be deducted from the artist's given retail price or whatever price is specified in writing on the consignment agreement. The recipient's commission is then calculated on the retail balance. The frame remains the artist's property and it is the recipient's responsibility to return it to the artist.
- 8)** The recipient will assume full responsibility and be strictly liable for any consigned works lost, stolen, damaged or destroyed while in the recipient's possession.
- 9)** Works by the artist owned by the recipient shall not be displayed for sale against works by the artist on consignment.

10) The artist may withdraw any or all works consigned on thirty (30) days notice. The recipient may return to the artist any and all works without notice. The artist shall be responsible for shipping works from his studio to the recipient. The recipient shall cover the cost of returning and properly insuring unsold works to the artist's studio.

11) The consigned works will be held in trust for the benefit of the artist and will not be subject to claim by a creditor of the recipient.

12) The artist represents and warrants that the consigned property is the original work of the artist and that sale of the property does not violate any property right or copyright and does not contain any libelous or unlawful matter.

This agreement will terminate on written notice of either the artist or the recipient.

Upon termination, all of the artist's paintings will be returned to his studio within thirty (30) days at the expense of the recipient. All accounts will be paid in full within thirty (30) days.

Consented and agreed to:

Gallery or Company: _____

Controlled by Recipient: _____

Artist's Signature: _____ Date: _____

Recipient's Signature: _____ Date: _____