ARTIST CONSIGNMENT AGREEMENT

The Artist:

Artist name Artist street address Artist city, State, zip Artist phone numbers Artist email address

and

The Gallery:

Gallery name
Gallery street address
Gallery city, State, zip
Gallery phone numbers

Hereby enter into the following Agreement:

- **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 sale. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. 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 Consignment Sheet which is a part of this Agreement. Additional Inventory Consignment Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. All Inventory consignment Sheets shall be signed by Artist and Gallery.

The Gallery will work out a system with sales persons so that consignment sales will be recognized by staff responsible for artist payments.

- **3. Duration of Consignment.** Artist and Gallery agree that the initial term of consignment for Artworks will start on mm/dd/yy and end on mm/dd/yy and that Artist does not intend to request their return before the end of this term.
- **4. Responsibility for Loss or Damage, Insurance Coverage.** The Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. The Gallery shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks); to the full amount the Artist would have received from The Gallery if the Artworks had been sold. The Gallery shall provide the Artist with all relevant information about its insurance coverage for the Artworks if the Artist requests this information.
- **5. Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks at the retail price specified on the Inventory Consignment Sheet or Custom Order Sheet. The

Gallery and the Artist agree that the Gallery's commission is to be 30 percent of the retail price of the Artwork. The gallery can adjust the retail price down up to 10% during negotiations to make an art sale without contacting the artist.

Payment to the Artist shall be made by The Gallery by the 10th of each month for all sales sold during the previous month. The check will be mailed to the artist address. The Gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.

- **6. 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 can use artist supplied images of artwork for promotion purposes while the artist is associated with the gallery.
- **7. 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 ten (10) day written or oral 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.
- **8. 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.
- **9. Choice of Law.** This Agreement shall be governed by the law of the State of Arizona.

		(Artist)
Name	Date	
		(Gallery)
Name	Date	

Artwork Title	Art Description	Dimension / Medium	Retail Price	Sold Price	Picked Up
1					
2					
3					
4					
5					
6					
7					
8					
9					-
10					
11					
12					
Gallery Signatu	re Date				

Date

Artist Signature