



...an urban art place

O B L I Q

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## Artist-Gallery Agreement and Record of Consignment

NAME

Hereinafter referred to as the "Artist", located at

Address, State, Zipcode

PHONE. E-MAIL, URL

And Oblig LLC dba Oblig... an urban art space, hereinafter referred to as the "Gallery", hereby enter into the following Agreement:

1. **WARRANTY.** Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.
2. **SCOPE OF AGENCY.** Artist appoints the Gallery to act as Artist's non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.
3. **CONSIGNMENT.** Artist hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in the Record of Consignment. Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.
4. **DURATION OF CONSIGNMENT.** Artist and Gallery agree that the initial term of consignment for Artworks is to be 26 days for a group exhibition starting on January 4, 2013 and ending on January 30 2013, and that Artist does not intend to request their return before the end of this term.
5. **TRANSPORTATION.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to Gallery, shall be the responsibility of the Artist. Artworks are expected to be delivered to Gallery January 2 or 3, 2013 during the gallery working days and hours. The take down date is January 30th.
6. **PROMOTION BY GALLERY.** Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on Artist's behalf. For each exhibition; A. Gallery participates in the installation of the artwork. Artist is responsible for hanging or positioning of the art with assistance by gallery personal.
  - a. Gallery provides promotion of shows and artist through a variety of media outlets including social media, art and culture blogs, down town Phoenix event announcements as well as promoting the gallery and Artist show through media outlets for downtown Phoenix. Oblig participates in First Friday openings and are included in the Art Link and Roosevelt art and culture organizations. Oblig provides information to the Downtown Phoenix Convention Bureau and through the tenants of the Arizona Center project; Signage is available within common area of the project and Oblig has rights to use.
  - b. Posted on Oblig Website. We continue marketing Artist through Oblig Art website.
  - c. Gallery will use its best efforts to provide a liquor permit serving wine at the opening reception and provides light hors d'oeuvres; Gallery provides musical arrangement for the opening reception, Oblig provides validation of parking within the Arizona Center parking garage.
  - d. Gallery provides art work signs and labels and an Artist name plate. Artist may provide their own signature blocks and bio information during the exhibit; arranges private invitation mailing and press release; sale supplies, credit card acceptance; provides adequate display of the Artwork and gives a non-stop slide show of Artworks; provides a web presence on Obligart.com;
  - e. Works with artist on shipping to purchasers. Shipping charges are the responsibility of the artist. We can discuss delivery of large pieces by the gallery to the purchaser by separate agreement.
  - f. Gallery will be open for First Friday reception and Third Friday's. In addition, we are open during convention dates that may be of benefit to the promotion of the Gallery and the Artist. All Artists are encouraged to participate in gallery sitting on dates discussed by Gallery and Artist.
  - g. Art bins displaying media prints, Giclee or smaller works of art are permitted. Art bins should be black.

8. **PROMOTION BY ARTIST.** On his/her own expense, Artist should contribute to a promotional campaign during the exhibition of his/her Artworks by all types of social media, web page announcements, blogs. Artist can provide their own catalogue, recording video-statement on DVD. Artist is expected to participate on the day of the opening reception (First Friday). No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses. Artist may utilize the gallery for appointment showings and to promote their artwork. Access provided by Gallery.
9. **COPYRIGHT.** Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist." Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. In every instance of such use, the Artist shall be acknowledged as creator and copyright owner of Artwork.
10. **PRICING.** Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the Record of Consignment. Any change in the retail price must be agreed to in advance by Artist and Gallery.
11. **SALE.** All Gallery sales are in US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale. Gallery retains the right to make customary trade discounts up to 10% (percent) to such purchasers as museums and designers. In the case of discount sales, the discount shall be deducted from the commissions. Gallery and Artist agree that the Gallery's commission is to be 20% (twenty percent) of the retail price of each work sold, plus a \$45.00 hanging fee payable in advance. Any change in Gallery's commission must be agreed to in advance by Artist and Gallery.
12. **TERMS OF PAYMENT.** Gallery shall pay Artist all proceeds due to the Artist within 15 days of the end of show. All sales during duration of the show shall be paid to Obliq Gallery. The cost of the Obliq Square account is 2.75% of the retail price and subtracted from the gross amount of the retail sale price. Obliq reports all tax revenue generated through the shows.
13. **ACCOUNTING.** Along with each payment, Gallery shall furnish Artist with a copy of the bill of sale, indicating name of Artist, title of Artwork sold, date of sale, and sale price. Gallery may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks on Gallery premises and inspect books and records pertaining to sales of his/her Artworks.
14. **REMOVAL FROM GALLERY.** Gallery shall not lend out or remove from the premises any Artworks without first obtaining permission from the Artist, unless the Artwork has been sold and taken by purchaser. All sold pieces shall be replaced as soon as possible. There is no return policy during this show on Artworks sold to the customers of Gallery. Any returns are the responsibility of the Artist and the purchaser.
15. **LOSS OR DAMAGE.** Gallery will exhibit utmost care for the safekeeping of all consigned Artworks while they are in its custody. An insurance provision for loss or damage is the responsibility of the Artist. Gallery maintains a liability policy with the landlord of the project but does not provide content insurance. Artist should insure his/her own artwork.
16. **SECURITY INTEREST.** In the event of any default by Gallery, Artist shall have all the rights of a secured party and the Artworks shall not be subject to claims by Gallery's creditors. Gallery agrees not to pledge or encumber any works in its possession, nor to incur any charge or obligation in connection therewith for which Artist may be liable.
17. **TERMINATION OF CONTRACT.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement (Artist's emergency contact:
18. **ARBITRATION.** This Agreement shall be governed by the laws of Arizona. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.
19. **MODIFICATIONS.** This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.
20. **Hold Harmless.** The Obliq Gallery and the Arizona Center are sure to make every reasonable effort to protect works of art exhibited. In consideration for participating in the exhibition at Obliq Gallery January 4 through January 30, 2013, and by signing this document, you hereby RELEASE, WAIVE, DISCHARGE responsibility to the Arizona Center, Obliq Gallery LLC., Larry Ortega, Sandra Ortega from any and all liability for loss or damage of any kind to works of art displayed and or personal injury.
21. **RECORD OF CONSIGNMENT.** Artist certifies that all Artworks listed below will be available for exhibition and sale at the Gallery during the term specified in paragraph 4 of this Agreement (you may provide a separate list through an email):

Name	Size	Price

*Please sign two copies of the contract, keep one copy for your records, and send one copy back to Gallery, so we can initiate the arrangements for your exhibition. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below;*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below

\_\_\_\_\_  
Signature of artist

\_\_\_\_\_  
Obliq

Date\_\_\_\_\_

Date\_\_\_\_\_