

SAMPLE ARTIST-GALLERY CONTRACT

(GALLERY) agrees to accept artwork on consignment, listed on attached inventory, by (ARTIST) for sale for a CONTRACT TERM beginning _____ (date) and ending _____ (date).

The following commission/payment terms will apply to each consigned artwork sold by GALLERY : ___% (commission to GALLERY), ___% (payment to ARTIST). By signing and initialing this document, both parties agree to each stipulation listed in this Agreement:

1. ARTIST retains ownership of all work consigned to or represented by GALLERY. ARTIST retains copyright to all consigned artwork in perpetuity, as governed by law. _____ (initial)
2. Retail sales price for each consigned artwork will be established by GALLERY in consultation with ARTIST. Factors influencing retail sales price include history of prior sales by ARTIST, market demand, and GALLERY knowledge of its inventory, Buyers and price-points. ARTIST agrees to abide by GALLERY decision regarding price-setting. _____ (initial)
3. GALLERY will exert all reasonable efforts to close sales of consigned or represented artwork. ARTIST agrees to provide GALLERY, in a timely fashion and upon request, with any necessary documents or information in support of sales. _____ (initial)
4. Payment to ARTIST will be provided within 30 days after receipt of payment from Buyer to GALLERY. If GALLERY accepts installment payment sales, ARTIST agrees to accept partial payments as received by GALLERY. Artwork will not be released by GALLERY to Buyer until full payment is received. If artwork is released to Buyer before full payment is satisfied, GALLERY agrees to pay ARTIST full percentage of commission owed. Upon ARTIST request, GALLERY will provide ARTIST with account statements of sales activity for all inventoried work, at reasonably frequent intervals of approximately once each quarter. _____ (initial)
5. GALLERY will maintain insurance for fire/ theft/ vandalism, and declares that all consigned artwork will be covered by said insurance while in GALLERY possession. Reasonable efforts will be made to protect consigned artwork from accidental damage or breakage. Insurance liability for accidental damage or breakage (is / is not) provided by GALLERY. _____ (initial)
6. Following standard gallery procedure, ARTIST agrees that their artwork (originals and duplicates) will not be displayed or shown in other galleries in (described geographic area) while artwork is displayed in GALLERY during stated CONTRACT TERM. Work accepted into the gallery will remain for entire duration of CONTRACT TERM. This practice stabilizes the artwork value and provides a level of exclusivity during CONTRACT TERM, which benefits sales negotiations. Exceptions to this stipulation may be negotiated between ARTIST and GALLERY on a case-by-case basis. GALLERY will extend efforts to accommodate unique and special opportunities that arise, including participation in limited-duration festivals and weekend events. For these opportunities, ARTIST must provide work from own inventory. _____ (initial)

7. GALLERY agrees to hold on premises and display as appropriate all artwork described on attached inventory, which is an addendum to this CONTRACT. Term of this CONTRACT begins: _____ and ends: _____. Term may be renewable upon agreement by both parties. This CONTRACT may be voided upon thirty (30) days notice by either party. _____ (initial)

8. It is understood by both parties that the consigned artwork will remain housed at GALLERY until and unless it is released to a Buyer after payment of full purchase price. GALLERY assumes all risk if artwork is loaned on approval to Buyer for potential sale. _____ (initial)

9. Should the consigned artwork remain unsold at the end of CONTRACT term, and if CONTRACT term is not renewed, ARTIST must retrieve their work in a timely manner. _____ (initial)

GALLERY owner: _____ (printed name)

GALLERY owner: _____ (signature) Date _____

GALLERY contact address, phone, email

ARTIST: _____ (printed name)

ARTIST: _____ (signature) Date _____

ARTIST contact address, phone, email