

# ARTIST-GALLERY CONSIGNMENT AGREEMENT

## ARTIST:

Name: \_\_\_\_\_

Fictitious Name (DBA) if applicable: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

and

## THE GALLERY:

MetroMikee's, located at 234 North Street, Harrisburg, PA 17102, their Owner, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns.

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 exhibition and 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. Exclusive Representation.** The **Artist** hereby appoints **The Gallery** as their sole representation throughout the salon space to sell or otherwise make available for acquisition to the public, the **Artist's Artworks**.

**3. Consignment.** The **Artist** hereby consigns to **The Gallery**, and **The Gallery** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** which is a part of this **Agreement**. Additional Inventory Sheets may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Inventory Sheets** shall be signed by **Artist** and **Gallery**.

**4. Authority of Accepted Artist's Works.** Works of art may be accepted for consignment by the **Gallery**, or by any person designated by either of them in writing as authorized to accept works of art hereunder. **The Gallery** may reject artworks at **The Gallery's** discretion.

**5. Warranty.** The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

**6. Duration of Consignment.** The **Artist** and **The Gallery** agree that the initial term of consignment for the **Artworks** is to be 1 month, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall end, and unless a new contract is agreed upon, **The Gallery** requests that the **Artist** take back any or all of the **Artworks** with which request the **Artist** shall comply within 30 days. During this timeframe, **The Gallery** may move the **Artworks** out of the designated viewing area and store them out of public view.

**7. Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from the **Artist** to **The Gallery** are the responsibility of the **Artist**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from **The Gallery** to the **Artist**, shall be the responsibility of **The Artist**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from **The Gallery's** designated viewing area to any storage area out of public view are the responsibility of the **Artist**.

**8. Responsibility for Loss or Damage, Insurance Coverage.** **The Gallery** assumes no responsibility for the safekeeping of all consigned **Artworks** while they are in its custody. **The Gallery** shall hold no liability to the **Artist** for their loss or damage. **The Gallery** provides no insurance coverage for the **Artworks**.

**9. Fiduciary Responsibilities.** Title to each of the **Artworks** remains in the **Artist** until the **Artist** has been paid the full amount owing him or her for the **Artworks**; title then passes directly to the purchaser. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. **The Gallery** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of **The Gallery**.

**10. Notice of Consignment.** **The Gallery** allows the **Artist** to give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

**11. Removal from Gallery.** **The Gallery** shall not lend out or remove from the premises any of the **Artworks**, without first obtaining written permission from the **Artist**.

**12. Pricing; Gallery's Commission; Terms of Payment.** **The Gallery** shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. **The Gallery** and the **Artist** agree to the **Gallery's** commission and the Retail Price of the **Artwork** as the amounts and/or percentages listed on the attached inventory sheet. Any change in the Retail Price, or in **the Gallery's**

commission, must be agreed to in advance by the **Artist** and **the Gallery**. Payment to the Artist shall be made by **the Gallery** no later than the 15 days after the end of the consignment term.

**13. Framing.** All **Artwork** must be framed for the term of the consignment. The **Artist** is responsible for all expenses associated with framing the **Artwork**. The frame will be considered part of the **Artwork**, and as such is factored into the Retail Price. Title for and liability of damage or loss for any and all frames shall be subject to all provisions pertaining to the **Artwork** in this contract.

**14. Promotion.** **The Gallery** must be permitted to but not required to promote the sale of the **Artworks**. **The Gallery** agrees to provide adequate display of the **Artworks**. The **Artist** allows **The Gallery** to undertake other promotional activities on the **Artist's** behalf. **The Gallery** and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in **The Gallery's** exhibitions and other promotional activities undertaken on the **Artist's** behalf.

**15. Reproduction.** The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. **The Gallery** may reproduce the **Artwork** exclusively for promotional purposes, including but not limited to social media posts and flyers, but, otherwise, will not permit any of the **Artworks** to be copied, photographed or reproduced without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and/or copyright owner of the **Artwork**.

**16. Accounting.** A statement of accounts for all sales of the **Artworks** shall be furnished by **The Gallery** to the **Artist** no later than 15 days after the end of the term of consignment, with the payment of all commissions due.

**17. 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 fifteen (15) day written 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 removed from **The Gallery** by the **Artist**.

**18. Procedures for Modification.** Amendments to this **Agreement** must be signed by both **Artist** and **The Gallery** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

**19. Hold Harmless Agreement.** Except for the provisions of payment herein, the **Artist** desires and wishes to hold harmless and indemnify **The Gallery** from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around **The Gallery** as a proximate result of the acts or omissions of **The Gallery**.

**20. 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 Gallery** shall be entitled to reasonable attorney's fees in addition to any available remedy.

**21. Choice of Law.** This **Agreement** shall be governed by the law of the State of Pennsylvania.

## Consignment Term

From: \_\_\_\_\_ To: \_\_\_\_\_

**THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT**, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Consented and agreed to: **Artist**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Consented and agreed to: **The Gallery**

Authorized Representative Name: \_\_\_\_\_

Authorized Representative Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_