

# PERQUIMANS ARTS LEAGUE ARTIST AGREEMENT

This **AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Artist,

\_\_\_\_\_ whose address is \_\_\_\_\_  
(Hereafter, the "Artist"), and the Perquimans Arts League Inc., gallery located at 109 N. Church Street, Hertford, NC (Hereafter, "PAL"). The Artist is a professional or amateur of good standing and wishes to display certain artworks for sale by PAL. PAL wishes to represent the Artist under the terms and conditions of this agreement. In consideration of the foregoing premises, and the mutual covenants set forth and other valuable consideration, the parties agree as follows:

1. **Scope of Agency.** The Artist appoints PAL to act as the Artist's nonexclusive gallery in the following geographic area: Hertford, NC, for the exhibition and sales of artworks in the following media:
2. **Terms and Termination.** This Agreement shall remain in effect until terminated by either party with six days written notice to the other. The agreement shall automatically terminate with the death of the Artist, if PAL moves outside the area of Hertford, NC or if PAL becomes bankrupt or insolvent. On termination, all works consigned hereunder shall immediately be released to the Artist.
3. **Prices.** PAL shall sell the works at the retail price set by the Artist as shown on the Record of Consignment.
4. **Payments.** The Artist's dues must be current in order to receive proceeds from a sale. PAL shall distribute proceeds due to the Artist within forty-five days of the sale date. PAL shall not sell items on approval or credit without the Artist's prior written consent. In the case of sales on approval or credit, PAL shall distribute the proceeds to the Artist within forty-five days of collecting all funds from the buyer.
5. **Commissions.** PAL shall receive a commission of 30% of the retail price for each work sold. If the Artist volunteers a minimum 5 hours of service for PAL during the month in which the Artist's work is sold, or serves as a committee chair for the year, PAL shall receive a commission of 20%.
6. **Inspection of Records.** PAL shall maintain accurate records regarding all transactions on behalf of the Artist. PAL shall permit the Artist or the Artist's representative to examine the records of that Artist's transaction during normal business hours after receiving a written request.
7. **Loss or Damage.** Due care shall be given by PAL for the safekeeping of all consigned artworks. However, neither PAL, volunteer staff, nor PAL, Inc. shall be liable for damage to or loss of any consigned artwork.
8. **Display Time.** A consignment to PAL for display and sale is for a period of **90 days**. Artists shall retrieve or rotate their work at that time. The Artist is responsible for removing any unsold work at the end of the 90-day period. Should the Artist fail to pick up work after notification, PAL shall remove it from display. **After one year, items left will become the property of PAL and will be disposed of at PAL's discretion.**
9. **Modifications.** All modifications to this Agreement must be in writing and signed by both parties. This document constitutes the entire agreement between the parties.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the first set forth above.

**ARTIST:** \_\_\_\_\_

## RELEASE OF RESPONSIBILITY

I, \_\_\_\_\_, give the Perquimans Arts League (PAL) and/or its elected members permission to use photos or other copies of my work/art/pieces for advertising purposes. This includes, but not limited to, website display, social media forums and printed material. Further, this permission extends to photographs and/or drawings of my likeness when used for the purposes stated above.

I will not hold PAL and/or its elected members responsible for any copyright infringement that may occur by a third party.

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_