

Contract for Artist and Gallery Agreement

DISCLAIMER: This contract is written as a checklist and guide only. You should in no way use this contract in its current state as a binding agreement between you and any individual, corporation, gallery or venue. When entering into an agreement with any institution for short or long-term work a lawyer or attorney skilled in legal practices pertaining to the arts should first review any contracts signed. You can use this contract as a starting point for drafting an agreement for a commission, but do not rely on this contract in its present form and do not sign it until you have had legal counsel look at it and suggest alterations or changes.

- Date of the Agreement (include day, month and year): • This agreement is between _____ (the Artist) and _____ (the Gallery)
- AGREEMENT made as of the ____ day of _____, 20____, between _____ (hereinafter referred to as the "Artist"), located at _____ (the city and state, the country if necessary), and _____ (hereinafter referred to as the "Gallery"), located at _____ (the city and state, the country if necessary) with respect to artistic representation as stated in this agreement

SCOPE OF THE GALLERY

- The Artist appoints Gallery to act as the artist's ____ exclusive (or) ____ nonexclusive agent in the following geographic area _____ for the exhibition and sales of artworks in the following media: _____.
- The Gallery shall document receipt of all works consigned hereunder by signing and returning to the Artist a Record of Consignment in the form annexed to this contract as Appendix A.

Initialed by _____ The Artist and
_____ Gallery.

TERMS AND TERMINATION

- This agreement shall last for a term of ____ years.
- This agreement and will be terminated by either party giving sixty days written notice to the other party.
- This Agreement shall automatically terminate with the death of the Artist; the

death or employment of the Gallery dealer (name specifically) elsewhere; if the Gallery moves outside the area of _____; or the Gallery becomes bankrupt or insolvent.

- On termination, artworks consigned shall immediately be returned to the Artist (or estate) at the expense of the Gallery.

Initialed by _____ The Artist and
_____ Gallery.

EXHIBITIONS • Detailed list of schedule of exhibitions (number of solo exhibitions, etc) and frequency of exhibitions both within and outside Gallery:

- Detailed list of number of exhibitions of Artist's work in group shows both within and outside the specified Gallery:

- Detailed list for scheduled exhibitions (if there is only one exhibition for nonexclusive representation, list it here. Include dates and hours of operation:

- Detailed list of who pays for what for exhibition expenses, and other Gallery expenses such as transportation of the Artwork including insurance and packing, advertising, catalogs, announcements, framing, special installation requirements, opening reception costs, shipments to buyers, transportation of the work back to the Artist at the end of the exhibition, and if the work remains at the gallery after the exhibition has finished:

- Detailed list of responsibilities for photographing the work and who gets copies and originals:

- Detailed list of who retains ownership of frames, photographs, negatives and any other tangible property after the exhibition:

- The Artist has artistic control over the exhibition and the artwork:

- The Artist has must approve quality of reproduction of the work for promotional and advertising purposes.

- No shared expenses should be incurred by either party until there is prior written consent of the other party as to the amount of the expense.

Initialed by _____ The Artist and
_____ Gallery.

COMMISSIONS, PRICES, AND PAYMENTS • Commission percentage of the

retail price of each work retained by The Gallery after the sale of each work:

- Commission percentage of the retail price of each work retained by The Gallery after the sale and receipt of payment of each work:
- If this agreement is for exclusive representation, The Artist agrees to give _____ percentage of all sales of work by The Artist's (from the Artist's studio or outside the Gallery) to The Gallery.
- Detailed information as to whether commissions for Work count as studio sales requiring a percentage to the Gallery:
- Gallery agrees to sell the Artist's works at the retail prices shown on the Record of Consignment, subject to the Gallery's right to make customary trade discounts to select purchasers such as museums and collectors.
- Maximum percentage of discount the Gallery is allowed to use:
- The Gallery shall pay the Artist all proceeds due to the Artist within thirty days of sale.
- No sales on approval or credit should be made without the written consent of the Artist unless under the following conditions:
- The first proceeds received by the Gallery shall be paid to the Artist until the Artist has been paid all proceeds due.

Initialed by _____ The Artist and
_____ Gallery.

ACCOUNTING AND INSPECTION OF BOOKS

- The Gallery shall furnish the Artist with an accounting every _____ months in the following form agreed upon by the Artist and the Gallery:
- The first date that this accounting will be mailed or given to the Artist:
- For each sale of The Artist's work, the Gallery shall list the date of sale, the sale price, the name and address of the purchaser, the email of the purchaser (if available), the amounts due the Gallery and the Artist, and the location of all works consigned to the Gallery that have not been sold.
- In the event that this agreement is terminated; the Gallery shall provide an accounting to the Artist.
- The Gallery shall maintain accurate books and documentation with respect to

all transactions entered into for the Artist.

- Upon written request, the Gallery shall permit the Artist or the Artist's authorized representative to examine the books and documentation during normal business hours.

Initialed by _____ The Artist and
_____ Gallery.

INSURANCE, LOSS, OR DAMAGE

- The Gallery shall insure the work for ____ percent of the retail price shown in the Record of Consignment.
- The Gallery shall be responsible for the safekeeping of all consigned works.
- The Gallery shall be strictly liable for loss of or damage to any consigned Artwork from the date of delivery to the Gallery until the work is returned to the Artist or delivered to a Purchaser.
- In the event of damage that cannot be restored, the Artist shall receive the same amount as if the work had been sold at the retail price listed in the Record of Consignment.
- If restoration is undertaken, the Artist shall have a veto power over the choice of restorer.

Initialed by _____ The Artist and
_____ Gallery.

COPYRIGHT AND SECURITY INTEREST • The Gallery shall take all steps necessary to insure that the Artist's copyright of the consigned works is protected, including but not limited to requiring copyright notices on all reproductions of the works used for any purpose whatsoever.

- Title to and a security interest in any works consigned or proceeds of sale under this Agreement are reserved to the Artist.
- In the event of any default by the Gallery, the Artist shall have all the right of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Gallery's creditors.
- The Gallery agrees to execute and deliver to the Artist, in the form requested by the Artist, a financial statement and such other documents that the Artist may require to perfect its security interest in the works.
- In the event of the purchase of any work by a party other than the Gallery, title shall pass directly from the Artist to the other party.

- In the event of the purchase of any work by the Gallery, title shall pass only upon full payment to the Artist of all sums due hereunder.
- The Gallery agrees not to pledge or encumber any works in its possession, not to incur any charge or obligation in connection herewith for which the Artist may be liable.

Initialed by _____ The Artist and
_____ Gallery.

ASSIGNMENT

- This Agreement shall not be assignable by either party hereto, provided, however that the Artist shall have the right to assign money due him or her hereunder.

Initialed by _____ The Artist and
_____ Gallery.

ARBITRATION

- All disputes arising under this Agreement shall be submitted to binding arbitration before _____ in the location of _____ and the arbitration award may be entered _____ or judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum of less than \$ _____.

Initialed by _____ The Artist and
_____ Gallery.

MODIFICATION

- All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

Initialed by _____ The Artist and
_____ Gallery.

GOVERNING LAW

- This Agreement shall be governed by the laws of the State of _____.

Signatures:

Signed by _____ (The Artist)

On _____ (date)

and _____ (The Gallery)

On _____ (date)

Gallery Address: _____

Attach the following Appendix A & B:

APPENDIX A: RECORD OF CONSIGNMENT

This is to acknowledge receipt of the following works of art on consignment:

Title	Medium	Description	Retail Price
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

APPENDIX B: STATEMENT OF ACCOUNT

Date: Accounting for the period of _____ to _____. The following works were sold during this period: (Include) • Title • Date Sold • Purchaser's Name and Address

- Sale Price
- Gallery Commission
- Payment Due the Artist

The total due you of \$_____ is enclosed with this Statement of Account.

The following works remain on consignment with the Gallery:

- Title
- Location

Signatures:

_____ (The Gallery)

On _____ (date)

Gallery Address: _____

NOTE: These items are for checklist purposes only. If you have any questions about legal language, please consult one of the references included as part of this program, or contact a lawyer. Use these items to see if there is anything missing in your contract, or if you need to change a contract you have been sent.