

Gallery-Artist Exhibition Agreement

AGREEMENT

This agreement is between the ARTIST and the GALLERY indicated below.

GALLERY

ARTIST

Name

Name

Street

Street

City, State and Zip

City, State and Zip

1. Purpose

The ARTIST agrees to provide "Artworks" for the exhibition _____ produced by the GALLERY. The ARTIST understands the exhibition will be a solo/group exhibition.

2. Dates

The exhibition will be presented _____ through _____.

3. Artworks

The ARTIST agrees to supply the GALLERY a minimum of _____ pieces, and a maximum of _____ pieces. The GALLERY reserves the right to reject any work that does not meet the standards of the exhibition. The ARTIST agrees to allow the gallery to retain all consigned Artworks for the duration of the show. All Artworks must be available for sale.

4. Warranty

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

5. Shipping

Packing and shipping charges, insurance and 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 and other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the GALLERY to the ARTIST are the responsibility of the ARTIST. The ARTIST is responsible for the arrangement for returning shipping.

Artworks from the ARTIST must arrive at the GALLERY at least 14 days before the opening date and no more than 28 days. The ARTIST has 7 days after the close of the exhibition to pickup work or have them picked up by their designated shipper.

6. Framing

The ARTIST will provide the GALLERY with Artworks which are properly framed and wired for hanging.

7. Insurance

The GALLERY shall provide adequate insurance coverage for all Artworks. The GALLERY will provide information regarding this coverage upon request of the ARTIST.

8. Responsibility for Loss or Damage

The GALLERY shall be responsible for the safekeeping of all consigned Artworks while in its custody. The GALLERY shall be strictly liable to the ARTIST for their loss or damage except for damage resulting from flaws inherent in the Artworks. The GALLERY shall not lend out, remove from the premises, or sell on approval any of the Artworks without first obtaining written permission from the ARTIST.

10. Reproduction

The ARTIST reserves all right to the reproduction of the Artworks except as noted in writing. The GALLERY will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the ARTIST. In those instances where permission has been granted, the ARTIST shall be acknowledged as the creator and the copyright owner of the Artworks. The GALLERY shall include on each bill of sale of any Artworks the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the ARTIST (Artist's name)."

11. Framing

If the GALLERY frames the Artwork, the GALLERY and the ARTIST agree that the cost of framing will be included in the price and the gallery will be compensated for these costs. Should the Artworks be returned to the ARTIST, the GALLERY and the ARTIST will be equally responsible for the wholesale cost of the framing.

12. Pricing

The GALLERY will sell Artworks at the retail price specified on the consignment sheets. The GALLERY will only discount the price with the ARTIST'S permission.

13. Gallery Commission

The gallery commission will be _____% of the sales price of the Artworks.

14. Payment

For all sales during the exhibition, the GALLERY will pay the ARTIST by the 15th day after the closing of the show. The GALLERY assumes full risk for the failure to pay on the part of the purchaser for any Artwork.

15. Expenses

The expenses for the exhibition will be proportioned accordingly:

- a. Advertising: GALLERY: 50%; ARTIST: 50%
- b. Invitation preparation, printing and mailing:
GALLERY: 50%; ARTIST: 50%
- c. Opening Reception: GALLERY 100%; ARTIST: 0%
- d. Miscellaneous expenses: GALLERY: 100%; ARTIST: 0%

The GALLERY will provide an itemized sheet of projected expenses to the ARTIST. The itemized sheet must be signed by both the ARTIST and the GALLERY. Furthermore, any expenses beyond those included on the itemized sheet or exceeding the projected expenses will be assumed by the GALLERY unless such expenses are authorized in writing by the ARTIST.

17. Choice of Laws

This agreement shall be covered by the laws of the state of _____.

DATE _____

GALLERY SIGNATURE _____ ARTIST SIGNATURE _____