

# Gallery-Artist Representation 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. Representation**

The ARTIST hereby appoints the GALLERY as agent for the works of art ("Artworks") consigned to the gallery, 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 Artworks consigned to the GALLERY, and does not make the GALLERY a general agent for any other works.

### **2. Exclusivity**

The ARTIST appoints the GALLERY as its exclusive representative within the following area:

\_\_\_\_\_

### **3. Term of Agreement**

The term of this agreement will be for \_\_\_\_\_ months from the time of this signed document. This agreement will terminate with the death of the ARTIST or sale of the GALLERY.

### **4. Termination of Agreement**

Either party may terminate this agreement with \_\_\_\_\_ days of written notice.

### **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. 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 GALLERY.

### **7. Fiduciary Responsibility**

Title to each of the Artworks remains with 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 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.

**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.

**9. Insurance Coverage**

The GALLERY shall provide adequate insurance coverage for all Artworks. The GALLERY will provide information regarding this coverage upon request of 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 month, the GALLERY will pay the ARTIST by the 15th day of the following month. The GALLERY assumes full risk for the failure to pay on the part of the purchaser for any Artwork.

**15. Accounting**

The ARTIST shall have the right to inventory his or her Artworks in the GALLERY, and to inspect any books and records pertaining to sales of Artworks.

**16. Modification**

Amendments to the agreement must be signed by both the ARTIST and the GALLERY and attached to this agreement. Both parties must initial any deletions made on this form and additional provisions added to it. This agreement represents the entire agreement between the ARTIST and the GALLERY. If any part of this agreement is held to be illegal or unenforceable, such holding will not effect the validity of the balance of the agreement. This agreement shall not be assigned without prior written consent of the ARTIST.

**17. Choice of Laws**

This agreement shall be covered by the laws of the state of \_\_\_\_\_.

DATE \_\_\_\_\_

GALLERY SIGNATURE \_\_\_\_\_ ARTIST SIGNATURE \_\_\_\_\_