

Artist-Gallery Consignment Agreement

This Agreement is made this _____ day of _____, 20____ by and between:

Artist: Name _____
Address _____
City, State, Zip _____
Phone (include area code) _____
Fax (include area code) (if any) _____
Email Address (if any) _____
Website Address (if any) _____

And

Gallery: Blue Ridge Mountains Arts Association (The Art Center)
420 West Main Street
Blue Ridge, GA 30513
Phone: 706.632.2144
Email Address: blueridgearts@brmaa.org
Website Address: http://blueridgearts.net

Artist is a **current member** of the Blue Ridge Mountains Arts Association, has created and rightfully owns the artwork listed in Schedule A (Inventory of Consigned Artwork), and desires to exhibit and sell the same; and **Gallery** is a non-profit organization which, as part of its scope, is engaged in exhibition, display, public distribution and sale of artwork and desires to represent and assist Artist under the terms of this Agreement; and Sale is the negotiation for purchase of a work of art on exhibit and the exchange of consideration; therefore, the parties agree as follows:

Definition of Consigned Artwork:

Only original artwork (includes photography and digital art) properly framed or museum wrapped with a wire hanging system will be hung in Art Center galleries. Gicleés and prints will not be hung in any Art Center galleries. Print bins owned by the Art Center will accommodate no more than six (6) matted and/or shrink-wrapped prints per artist. No individual artist print bins will be allowed. Framed Photography and Digital Art will be considered original artwork, but additional matted and/or shrink-wrapped copies will be limited to six (6) per artist with no individual print bins allowed.

- 1. Scope of Agency.** Artist appoints and establishes Gallery as agent for the purpose of exhibition, display, and sale of the consigned artwork listed in Schedule A, **Gallery reserves the right to exhibit, display and sell consigned artwork in any of its galleries (at the above address).** This agency shall cover only artwork submitted by the Artist and listed in Schedule A while this Agreement is in force. The Gallery shall maintain documentation of all artwork consigned.
- 2. Consignment of Inventory.** Artist consigns to Gallery, and Gallery accepts on consignment, all artwork listed in Schedule A (Inventory of Consigned Artwork), for the full term of this Agreement. All modifications or additions to Schedule A shall be in writing, signed by both parties, and attached to this Agreement.

Artists shall be limited to two (2) pieces of hanging artwork (not to exceed 48" by 48") AND/OR six (6) prints (for print bins), OR six (6) three-dimensional/ shelf pieces of artwork, OR twelve (12) pieces of jewelry, OR (6) books per title-(5) titles maximum, OR (6) notecards (single or boxed) on consignment at any time during the term of this Agreement. Hanging pieces shall be 'ready to hang' upon delivery (i.e., pieces must have a wire hanger attached. No other type of hanging system will be accepted). Artist agrees to replace any piece(s) sold during the term of this Agreement; thereby maintaining a consigned inventory as specified above throughout the term of this Agreement. Accepted three-dimensional/ shelf pieces of artwork will be accepted at the discretion of the Gallery.

Gallery will not accept artwork 'not for sale' or 'previously sold' under this Agreement, unless artist's sole body of work can only be accomplished through direct interaction of the artist and patron (i.e., portraits).

Artist and Gallery agree that **referrals** to Artist which result in a future sale of a commissioned or non-commissioned piece shall be handled through the Gallery (i.e., Gallery shall make contact between Artist and patron, actual sale of piece shall be made through the Gallery, and a 10% Gallery commission shall apply).

Artist shall not exhibit or sell any artwork specifically consigned to Gallery as listed in Schedule A at any other location for the full term of this Agreement (i.e., Etsy, artist or other website(s), etc.). Non-adherence by Artist can lead to blacklisting by Gallery. Artist and Gallery specifically agree that Artist shall be free to exhibit and sell any artwork not consigned to Gallery or otherwise included under this paragraph.

- 3. Duration and Termination.** This Agreement shall commence upon the date of signing and shall continue in effect for six (6) months, the expiration date being the ____ day of _____, 20___. Artist will not ask for return of consigned artwork prior to this date unless the Agreement is breached by the Gallery. Non-adherence by Artist can lead to blacklisting by Gallery. The Agreement shall automatically terminate with the death of the Artist or if the Gallery breaches the Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice. **Artwork must be changed out every six (6) months or sooner to facilitate sales. A new agreement is only required at expiration.**

This Agreement shall be extended for a period of fifteen (15) days if a bona fide sale or negotiation for sale is in progress.

- 4. Pricing and Commissions.** Gallery shall sell the consigned artwork at the retail price specified by the Artist on Schedule A. Artist is responsible for setting the retail price specified on Schedule A. Gallery will not adjust Artist's retail price for any reason, without prior consent by Artist. **Gallery and Artist agree that the Gallery's commission shall be 30% on all consigned artwork.**
- 5. Payment.** Gallery shall pay the Artist all proceeds due the Artist within ten (10) days of the last day of the month in which a piece of consigned artwork was sold. Sale of artwork is defined as the negotiation for purchase of a work of art on exhibit and the exchange of consideration therefore.
- 6. Transportation of Artwork.** Artist shall be solely responsible for delivering the consigned artwork to Gallery at the above address. Upon expiration or termination of this Agreement, Artist shall be solely responsible for picking up any unsold consigned artwork at the Gallery at the above address. Artist shall be solely responsible for all arrangements and shipping expenses (including, but not limited to, packing and shipping charges, insurance costs, and other handling expenses) that may be necessary throughout the duration of this Agreement. **Please note: The Art Center will not store nor take responsibility for any boxes and/or packing materials used to deliver consigned artwork. Those items must be unpacked and removed by the artist.**
- 7. Records.** Gallery shall maintain accurate records of consigned artwork by Artist. Records will include: (1) For each artwork sold: Title, Sale Price, Gallery Commission, and Money Paid to Artist; and (2) For each artwork unsold: Title, and Selling Price. Gallery agrees that Artist has the right to review Records of their consigned artwork at the main office of the Gallery at any time throughout the duration of this Agreement. Gallery agrees to provide to the Artist, if requested, a complete and final accounting at the expiration or termination of this Agreement.

For one-of-a-kind artwork with a retail price of \$1,000 or more, Gallery will furnish the name, mailing address, and email address of the client/collector who purchases the artwork, if the client/collector has agreed to share this information.

- 8. Title/Copyright.** Artist warrants and represents that he/she created the artwork, and possess unencumbered title and full copyright to each and all artwork consigned to Gallery under this Agreement. Artist reserves all title and copyrights to the artwork except as noted in writing to the contrary. Gallery may arrange to have the artwork photographed for catalogues, brochures, advertisements and other promotional literature. Gallery shall take all steps necessary to ensure that the Artist's copyright in the consigned artwork is protected in the Artist's name.
- 9. Insurance.** Gallery shall not be responsible for theft, loss, fire or destruction of any kind to any and all consigned artwork, storage crates, or other related items (displays, baskets, boxes, etc.) however caused throughout the duration of this Agreement.

10. Promotion. Gallery agrees to display the consigned artwork throughout the duration of this Agreement within the limits of its available space(s) and the commitments for other exhibits which it may have from time to time. Gallery agrees to make all reasonable and good faith efforts to promote, display and sell consigned artwork.

11. Abandonment. Artist agrees that if membership in the Blue Ridge Mountains Arts Association defaults to inactive status during the term of this Agreement, all unsold consigned artwork shall be considered abandoned and immediately become the property of the Gallery. Further, Artist agrees that any and all unsold consigned artwork remaining in Gallery’s possession for no less than seven (7) days beyond the expiration or termination of this Agreement will be considered abandoned. On the eighth (8th) day after expiration or termination of this Agreement, Artist shall have no further rights to abandoned artwork or payment for any abandoned artwork subsequently sold by Gallery. Gallery agrees to treat abandoned artwork as a tax-deductible donation and will submit to Artist any standard acknowledgement of such donation as deemed appropriate through their normal business practices.

12. Miscellaneous. All modifications, deletions, and/or additions to this Agreement must be in writing, signed by both parties, and attached to this Agreement. This Agreement constitutes the entire understanding between the parties hereto.

13. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date below:

Artist:

(please print) _____
(Name)

(Date)

(please sign) _____

Gallery: Blue Ridge Mountains Arts Association -- Authorized Signature:

(please select): Kate DeLong Krista Craig
 Beth Inman Kayla Nichols
 Joshua Law
 Other (please print) _____

(please sign): _____

(Date)

**Schedule A
Inventory of Consigned Artwork**

Artist should **print** all requested inventory information, complete Artist section, and maintain one copy for their records.

Gallery should verify inventory, ensure completeness and legibility of information, complete acknowledgement section, and return one copy to Artist.

Title	Medium	Description	Quantity	Retail Price	<i>For Gallery Use Only: Art #</i>

Artist:

(Please print): _____
(Name)

(Date)

(Please sign): _____
(Name)

(Telephone)

Gallery acknowledges receipt of artwork listed.

Blue Ridge Mountains Arts Association -- Authorized Signature:

(Please select): Kate DeLong Krista Craig
 Beth Inman Kayla Nichols
 Joshua Law
 Other (please print) _____

(Please sign): _____

(Date)