

ARTIST-GALLERY CONSIGNMENT AGREEMENT

ARTIST:

Name: _____

Artist Name: _____

Phone #: _____

Email: _____

Address: _____

AND

THE GALLERY:

Lot F Gallery

145 Pearl Street, # 4, Boston, MA 02110

617-426-1021 info@lotfgallery.com

Hereby enter into the following Agreement:

- 1. Agency; Purposes.** The **Artist** appoints **The Gallery** as agent for the works of art ("**the Artworks**") consigned under this **Agreement**, 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 works consigned under this **Agreement** and does not make **The Gallery** a general agent for any other works.
- 2. Consignment.** The **Artist** hereby consigns to **The Gallery**, and **The Gallery** accepts on consignment, those **Artworks** listed on the attached **Artworks List**, which is a part of this **Agreement**. Additional **Artworks Lists** may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other works of art. All **Artworks Lists** shall be signed by **Artist** and **Gallery**.
- 3. Warranty.** The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.
- 4. Duration of Consignment.** The **Artist** and **The Gallery** agree that the initial term of consignment for the **Artworks** is to be 4 weeks, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the **Artist** requests the return of any or all of the **Artworks** or **The Gallery** requests that the Artist take back any or all of the **Artworks** with which request the other party shall comply within 14 days.
- 5. Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery

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of **Artworks** from the **Artist** to and from **The Gallery** are the responsibility of the **Artist**.

6. Responsibility for Loss or Damage. **The Gallery** will take upmost care of the **Artwork**. Any acts of God, natural disasters, or any unforeseen events that may damage the **Artworks**, **The Gallery** will not be held responsible.

7. Fiduciary Responsibilities. Title to each of the **Artworks** remains in 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 the **Artworks** shall be held in trust for the **Artist**.

8. Removal from Gallery. **The Gallery** shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining permission from the **Artist**.

9. Pricing; Gallery's Commission; Terms of Payment. **The Gallery** shall sell the **Artworks** at the Retail Price specified on the **Artworks List**. **The Gallery** and the **Artist** agree that the **Gallery's** commission is to be 36.25% and the **Artist's** commission is to be 63.75% of the Retail Price of the **Artwork**. Payment to the **Artist** shall be made by **The Gallery**, and will include all commissions due for any and all artworks sold. **The Gallery** will issue payment by check to **The Artist** four weeks after the exhibition opening and only on pieces that are fully paid for to **The Gallery**. Payments on pieces that have not been paid for in full to **The Gallery** will be paid to **The Artist** within two weeks of receiving payment.

10. Promotion. **The Gallery** shall use its best efforts to promote the sale of the **Artworks**. **The Gallery** agrees to provide adequate display of the **Artworks**, and to undertake other promotional activities on the **Artist's** behalf. **The Gallery** shall identify clearly all **Artworks** with the **Artist's** name, and the **Artist's** name shall be included on the bill of sale of each of the **Artworks**. **The Gallery** and the **Artist** shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in **The Gallery's** exhibitions and other promotional activities undertaken on the **Artist's** behalf.

11. Reproduction. The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. **The Gallery** reserves the right to use photographs taken of the exhibition for promotional purposes. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**. **The Gallery** shall include on each bill of sale of any **Artwork** the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the **Artist**: _____."

12. Accounting. A statement of accounts for all sales of the **Artworks** shall be furnished by **The Gallery** to the **Artist**, with the payment of all commissions due. 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 the **Artworks**.

13. Termination of Agreement. Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either **the Gallery** or the **Artist**, by giving a sixty (60) day written notification of termination from either

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party to the other. In the event of the **Artist's** death, the estate of the **Artist** shall have the right to terminate the **Agreement**. Within thirty days of the notification of termination, all accounts (paid for) shall be settled and all unsold **Artworks** shall be returned by **The Gallery**.

14. Procedures for Modification. Amendments to this **Agreement** must be signed by both **Artist** and **Gallery** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

15. Miscellany. This **Agreement** represents the entire agreement between the **Artist** and **The Gallery**. If any part of this **Agreement** is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this **Agreement** shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This **Agreement** shall not be assigned, nor shall it inure to the benefit of the successors of **The Gallery**, whether by operation of law or otherwise, without the prior written consent of the **Artist**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

16. Choice of Law. This **Agreement** shall be governed by the law of the State of Massachusetts.

17. Length of Contract

From: _____ To: _____

Sincerely, _____

Artist

Sincerely, _____

Gallery

Artworks List

Title	Dims.	Retail Price	LOT F Comm.	Artist Comm.
1.				
2.				

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3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Artist _____ Date _____

Gallery _____ Date _____