



## ARTIST-GALLERY CONTRACT WITH RECORD OF CONSIGNMENT

### Artist Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Otherworldly Arts Collective (the "Gallery") and the above artist (the "Artist"), hereby enter into the following agreement (the "Agreement"). The Agreement is only for **ARTSHOW HERE**

1. **Agency; Purposes.** The Artist appoints the Gallery as agent for the works of art (the "Artworks") consigned under the Agreement, for exhibition and sale. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.
2. **Consignment.** The Artist hereby consigns to the Gallery and the Gallery accepts on consignment, those Artworks listed on the inventory sheet provided by the Artist. Attached hereto. Artists retain copyright and full ownership of the Artworks. In the event of the sale of the Artworks, the title will pass directly from the Artist to the purchaser.
3. **Warranty.** The Artist hereby warrants that they created and possess unencumbered title to the Artworks and that their descriptions are true and accurate.
4. **Duration of Consignment.** The Artist and Gallery agree that the duration of consignment for the Artworks will start on **ART DROP OFF DATE** and end on **SHOW TEAR DOWN** and the Artist does not intend to request the return of the Artworks before the end of this term.
5. **Display.** All Artworks submitted for display shall be display ready adhering to the policies of the Gallery. Artworks for hanging in the gallery shall be appropriate for the gallery's system of hanging to include a wire or sawtooth hanger. See Artist Guidelines. The Gallery maintains sole control over the display, placement, lighting, and labeling of the Artworks under consignment.
6. **Transportation Responsibilities.** Arrangements for packing and shipping costs, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gallery and their return to the Artist shall be the responsibility of the Artist. Any of the Artworks submitted by mail must arrive a week before **WEEK BEFORE ART DROPOFF** and include return postage. Please reach out to the Gallery for a mailing address. **VENUE** is a private residence that does not belong to the Gallery and should not be used as our mailing address.
  - a. **Additional Provisions.** If anyone other than the Artist is to pick up the Artworks, written authorization from the Artist must be presented by the person picking up the Artworks. All responsibility for safe transfer of the Artworks remains with the Artist.

7. **Responsibility of Loss or Damage, Insurance Coverage.** The Gallery assumes no liability for damage or losses that may occur during the duration of consignment. While the Artworks are handled with the utmost care, it is impossible to completely secure the Artworks for the duration of consignment. Due to the Gallery's inability to establish value of the Artworks for insurance purposes, the Artist shall be required to maintain insurance at their discretion. The Gallery and **VENUE** are separate entities. The Gallery shall not be held liable for any issue arising due to any aspect of the building, residents, staff, or its premises.
8. **Artist Fee.** The Artist agrees to pay the Gallery an artist fee of \$25.00. This is a non-refundable fee for use by the Gallery.
9. **Pricing.** The Gallery shall sell the Artworks only at the retail price specified by the Artist. Any change in the retail price must be agreed to in advance by the Artist and the Gallery.
10. **Sale.** All Gallery sales will be handled by the Gallery. No Artist or any other individual will sell the Artworks without notice, agreement, and permission from the Gallery for the duration of consignment.
11. **Commission.** The Gallery and the Artist agree that the Gallery's commission is to be 30% of the retail price of the Artworks. The remaining 70% will be paid to the Artist.
12. **Terms of Payment.** The Gallery shall pay the Artist all proceeds due to the Artist 10 days after the end of consignment via online payment in US dollars unless agreed otherwise with the Gallery.
13. **Fiduciary Responsibilities.** Title to each of the Artworks remains with the Artist until the Artist has been paid the full amount owing to them for the Artworks; the title then passes to the purchaser. The Gallery shall pay all amounts due to the Artist before any sale proceeds are made available to the creditors of the Gallery. The Gallery collects sales tax for all Artworks under consignment. It is the Gallery's responsibility to file and pay the sales tax it collects with the State of Minnesota in accordance with any and all laws.
14. **Accounting.** A statement of accounts for all sales for the duration of consignment, as stated in section 11, will be provided by the Gallery to the Artist at the request of the Artist. The Artist shall have the right to inventory their Artworks with the Gallery. The Artist may request records pertaining to the sales of their Artworks for inspection.
15. **Removal from Gallery.** The Gallery shall not lend out, remove from the premises, or sell any of the Artworks without first obtaining written permission from the Artist.
16. **Promotion by Gallery/Artist.** The Gallery shall make reasonably good faith 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. Photos of Artworks may be used by the Gallery for use in promotional purposes including but not limited to press releases, event promotion, and website use. On the Artist's own expense, they may wish to contribute to the promotion of the Gallery and the sale of their Artworks by printing their own promotional material or sharing content on social media platforms. No expense which is to be shared shall be incurred by either the Gallery or the Artist without the prior consent of the Gallery or the Artist as to the expense.
17. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, the Agreement may be terminated at any time by either the Gallery or the Artist by means of written notification of termination from either 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. Upon written notification, all accounts shall be settled, and unsold Artworks shall be returned by the Gallery.
18. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in the whole or part, the remaining provisions shall not be affected and shall continue to hold valid, legal, and enforceable as though the invalid, illegal, or unenforceable parts has not been included in this Agreement.
19. **Modification.** Amendments to this 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 any additional provision written onto it.

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Signature of Artist

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Printed Name of Artist

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Date

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Signature of Gallery Representative

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Printed Name of Gallery Representative

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Date