

ARTIST-GALLERY CONSIGNMENT AGREEMENT

1. The private company with limited liability **GALLERY NAME**, situated **GALLERY ADDRESS**, hereinafter referred to as the "**Gallery**", legally represented by its director, **GALLERY OWNER**
2. **ARTIST NAME**, registered at ARTIST ADDRESS, hereinafter referred to as the "**Artist**"

WITNESSETH:

The artworks consigned at any time pursuant to this Agreement are hereinafter collectively referred to as the "Works" or "Work." Throughout this Agreement, the terms "Works" and "Work" refer exclusively to the specific works the Artist agrees to consign to the Gallery.

WHEREAS, the Artist is in the business of creating works of art and the Gallery is in the business of selling works of art; and

WHEREAS, the parties hereto wish to enter into a business relationship for the sale by Gallery of works of art created by Artist.

NOW, THEREFORE, in consideration of these premises, and of the mutual promises and undertakings set forth below, the parties hereto agree as follows:

1. **Duration of Agreement.** The Artist and the Gallery agree that the Gallery officially represents the Artist and that this will be the case until further notice.
2. **Fiduciary Relationship; Notice of Consignment.** The parties agree that the Gallery, as agent for the Artist, has a fiduciary relationship to the Artist and owes the duty to the Artist to deal fairly and honestly, to care prudently for and manage the business affairs for the Artist on sales, including a good faith effort to promote and sell the Works with clear identification of the Artist's name on all Works.
3. **Consignment.** The Artist hereby consigns to the Gallery, and the Gallery accepts on consignment, all Works mutually agreed upon. The Gallery will determine the retail prices after approval of the Artist. No discount in excess of 10% will be offered or granted without the express prior approval of the Artist.
4. **Warranty.** The Artist hereby warrants that the Artist possesses sole unencumbered title to the Works, that the Works are original and do not infringe upon the work of any other person. This warranty will survive termination of

this Agreement and the Artist agrees to hold the Gallery harmless against any cost resulting from a breach of this warranty.

5. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Works from the Artist to the Gallery and from the Gallery to the Artist shall be the responsibility of the Gallery. Similarly, any unsold work shall be returned to the Artist, at the expense of the Gallery, at the same studio address no later than 15 days from any demand for return.
6. **Responsibility for Loss or Damage; Insurance Coverage.** The Gallery shall be responsible for the safekeeping of all Works while they are in its custody, including from the time the Works leave the Artist's studio or storage facility up to and until each work is returned to the Artist in the condition delivered or until full payment is made for the Work. The Gallery shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Works) to the full amount the Artist would have received from the Gallery if the Works had been sold. In this regard, the Gallery covenants that the Works will be insured against all risk for their full value under the Gallery's fine arts insurance policy.
7. **Termination.** The consignment of Works will terminate upon an agreed date. Upon the event of termination, the Gallery shall deliver all unsold Works held under this Agreement to the Artist and shall account for all Works sold or delivered on an approval basis, with all such Works and all payments for Works subject to this Agreement to be delivered or paid to the Artist within thirty (30) days following termination.
8. **Commission to Gallery.** The Gallery shall be entitled to receive a commission for the sale of any consigned Works in an amount equal to fifty percent (50%). A "sale" shall be deemed to have taken place when a buyer makes a first payment on the Artist's Work. The remaining fifty percent (50%) of the sales shall be credited to the Artist's bank account.
9. **Reproduction.** The Artist reserves all rights to the reproduction of the Works. The Gallery will not permit any of the Works to be copied, photographed, or reproduced without the permission of the Artist, and shall take all necessary steps to ensure that the Artist's copyright to the Works is protected.
10. **Entire Understanding.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof; it may not be changed or amended except in writing signed by the parties.
11. **Choice of Law.** This Agreement is governed by and shall be construed in accordance with the laws of the Netherlands and Europe.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written,

Gallery
NAME

DATE

Artist

NAME

DATE
