

SAMPLE CONSIGNMENT AGREEMENT

The following sample consignment agreement is provided for reference use only. It is intended to outline the general structure and typical components of an agreement to manage the consignment of artistic work. Every gallery relationship is different, therefore related agreements will differ case by case: you, your gallery, and/or your lawyer may wish to remove or include different clauses.

The most important thing to remember is that the relationship between an artist and a gallery is a business relationship and should be governed by a clear, written agreement.

Consignment Agreement

From: _____ To: _____
 _____ (“I/me”) _____ (“gallery”)
 Artist Venue

 Address Address

Inventory List

Title, Year Medium, Edition Dimensions/Duration	Retail price
	Framing/production cost
1.	
2.	
3.	
4.	
5.	
6.	

1. I consign to the gallery the work identified in the inventory list above, from _____ through _____. The gallery will return any unsold work to me within ____ days of the end of the consignment period.
2. The gallery will offer the work for the prices listed above. For any sales:
 - a. I will receive _____% of the retail price, after subtracting production costs.
 - b. I will split up to a _____% discount, unless we agree to split a larger discount before a particular sale.
 - c. _____ [The gallery or I] will receive 100% of production costs for work sold.
3. The gallery will let me know of any sale within one week of making it. Within ____ days of receiving payment from the buyer, the gallery will pay me my share of any sale and give me the name and address of the buyer.
4. _____ [The gallery is or I am] responsible for shipping the work to and from the gallery, including insuring the work for risk of loss or damage during shipment. I will pack the work before shipping it to the gallery and the gallery will pack the work before shipping it back to me (or to the buyer if the work sells).
5. The work will be assumed to have arrived in good condition unless the gallery notifies me in writing, within 24 hours of delivery, that it arrived damaged. The gallery is responsible for safekeeping the work while it is in the gallery's possession. The gallery will insure the work (to its retail price) for any loss or damage while the work is in the gallery's possession.
6. _____ [The gallery is or I am] responsible for installing and deinstalling the work. The gallery may not remove the work from its premises during the consignment period without first getting my permission. I may not alter the work during the consignment period.
7. Although I retain all reproduction rights to my work, the gallery may take images of my work and use them to publicize it or the show, crediting me as the artist. Images reproduced in the press should include the line "Courtesy of [my name and the gallery]."
8. Either the gallery or I may cancel this consignment agreement by writing to the other, in which case the gallery will return any unsold work to me within ____ days.
9. I appoint the gallery as my exclusive agent for the work identified in the inventory list above. I warrant that I own the work and all proprietary rights to it and that I have the right to appoint the gallery as my agent to sell it. I retain title in each work I consign to the gallery until I am fully paid for any sale, at which time title will pass directly to whoever bought the work. I shall not be subject to claims by any creditors of the gallery. If the gallery becomes insolvent, I shall have the rights of a secured party under the Uniform Commercial Code. The gallery will hold my share of the proceeds from sales in trust. I understand that the gallery does not promise any particular outcome from its sales efforts on my behalf. This agreement will automatically terminate if I die or the gallery becomes insolvent. This agreement states our complete understanding and replaces any earlier understandings between us. We may only modify this agreement in writing, signed by both of us. The gallery may not assign its rights or obligations under this agreement without my written permission. If a court holds any part of this agreement illegal, void or unenforceable, the rest of the

agreement will remain enforceable. The waiver of one right is not a waiver of any other right. This agreement shall not be interpreted for or against me (or for or against the gallery) because one of us (or our respective counsel) drafted a contested provision. In any proceeding to enforce this agreement, the losing party will pay the winning party's reasonable attorneys' fees.

_____ [State] law governs this agreement, regardless of conflict-of-law principles.

Dated: _____

Artist signature

Venue signature

(print name)