

# HERON HALL GALLERY AND ARTIST CONSIGNMENT AGREEMENT

AGREEMENT made on \_\_\_\_\_ (DATE), between: \_\_\_\_\_ (NAME OF ARTIST "Artist") of \_\_\_\_\_ (ADDRESS), \_\_\_\_\_ (PHONE NUMBER), \_\_\_\_\_ (EMAIL ADDRESS) and the Laguna de Santa Rosa Foundation ("Gallery") located at 900 Sanford Road, Santa Rosa, CA 95401.

Artist and Gallery agree as follows:

1. AGENCY: The Artist appoints the Gallery as its agent for the purpose of exhibition and sale of the works of art ("Artworks") consigned under this Agreement. Artist does not make the Gallery a general agent for any other works.
2. CONSIGNMENT: The Artist consigns to the Gallery and the Gallery accepts on consignment, those Artworks set forth on the attached Inventory Sheet, which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. All Inventory Sheets shall be signed by Artist (or group show rep.) and Gallery.
3. WARRANTY OF CREATION AND OWNERSHIP: The Artist hereby warrants that he created all of the Artworks listed on the Inventory Sheet and that the Artist possesses all legal rights and unencumbered title to them.
4. TERM: The term of this Agreement will be from \_\_\_\_\_ until \_\_\_\_\_ (DATES) with the rights of either party to terminate this Agreement upon 30 days' written notice.
5. TRUE CONSIGNMENT: Title to the Artworks in the Gallery shall remain with the Artist until Artworks are sold and the Artist's portion of the sale proceeds are remitted to the Artist, at which time title of Artwork then passes directly to the purchaser. Sales expenses shall be paid by the Gallery.
6. REMOVAL FROM GALLERY. The Gallery shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.
7. PRICING: The Gallery shall offer Artworks for sale at the prices set forth in the Inventory Sheet. It will not accept any lesser price without the prior consent of the Artist. Absent a prior written agreement, no Artworks shall be sold without payment in full.
10. COMMISSION: The Gallery and the Artist agree that the Gallery's commission is based on the Retail Price of the Artworks sold during this consignment. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance by the Artist and the Gallery. The Gallery's Commission rate is as follows: 60% for the Artist, 40% for the Gallery.
11. PAYMENT TO ARTIST: For artwork priced at \$100 or more, the Gallery shall pay the Artist all proceeds due to the Artist within two weeks of sale on the 15th and 30th of each month or as otherwise arranged. Commission on items priced less than \$100 will be paid at the end of the show. No sales on approval or credit shall be made without the written consent of the Artist.
12. REPRODUCTION: The Artist reserves the copyright in all Artworks. The Gallery may, for the sole purpose of promoting the works of art, photograph them for inclusion in a catalog, or other promotional materials so long as, in each instance, the Artist is credited as the creator of the work and the holder of the copyright. All artwork exhibited by the Gallery shall not be permitted to be used for any other purposes without the written consent of the Artist.

\_\_\_\_\_ Artist Initial Page 1 of 2

13. MAINTENANCE AND INSPECTION OF BOOKS AND RECORDS: The Gallery agrees to maintain books and records, in the ordinary course of business, showing all activities involving the sales of Artworks. The Gallery further agrees to account to the Artist in a form agreed upon by both parties. The Artist shall have the right to inspect the Gallery's books and records as they pertain to the Artworks.

14. INSURANCE: The Artist understands that no insurance for their Artwork will be available through the Laguna Foundation from the time the Artwork is delivered to be displayed until it is released to the Artist. Understanding these conditions, the Artist hereby agrees to release the Gallery from any liability for vandalism, fire, theft, flood, damage to building, misplacement, loss, or any other cause during the time the Artwork is in its possession.

15. HANGING: Artists hang their own show, with final approval (of placement, etc.) by the Art Exhibit Committee. A layout plan must be approved by the Art Exhibit Committee at least two weeks prior to installation.

16. MISCELLANEOUS PROVISIONS: This Agreement represents the entire agreement between the parties. If any part of the Agreement is held to be illegal or unenforceable, such holding will not affect the validity of the balance of the Agreement. This Agreement shall not be assigned without the prior written consent of the Artist.

I agree to have an exhibition of my \_\_\_\_\_(Medium).

Title: The title of my exhibition will be \_\_\_\_\_

Installation: I will install the show on: \_\_\_\_\_ (Date).

Duration: It will remain in place from \_\_\_\_\_ to \_\_\_\_\_ (Dates).

Reception: I will have a reception on: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_(Times).

Removal: I will remove the show on: \_\_\_\_\_ (Date).

Other due dates:

Press Release: 4 weeks before installation (\_\_\_\_\_) I will provide 4-5 photos of artwork to be exhibited, a brief description of the exhibited work, and a short biography. (An Artist Statement is also helpful to provide.)

Layout Plan: At least 2 weeks before installation (\_\_\_\_\_), I will submit a layout plan to the Gallery.

Labelling: 1 week before installation (\_\_\_\_\_), I will provide Title, Medium, Size, and Price for each piece for art labeling.

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

**ARTIST:** \_\_\_\_\_ (NAME)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GALLERY:** Laguna de Santa Rosa Foundation

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_