



414 Main St., Lafayette, IN 47901 | 765-838-1257 | info@thebeyondgallery.com

Consignment Agreement

Name (Artist): _____

Email Address: _____

Address: _____

Phone Number: _____

The Artist (name listed above) and the Gallery, The Beyond Gallery & Gift Shop, hereby enter into the following Agreement:

1. *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.
2. *Consignment.* The Artist hereby consigns to the Gallery, and the Gallery accepts on consignment, those Artworks listed on the attached Inventory Sheet(s) 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 the Artist and Gallery. The Artist will again sign the inventory sheet when they remove the Artworks from the 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 three (3) months for Artworks displayed in the Retail Shop or for the length of an exhibition, which is two (2) months, and that the Artist does not intend to request their return before the end of this term.
5. *Transportation Responsibilities.* Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gallery, and in their return to the Artist, shall be

the responsibility of the Artist. The Gallery will deduct any return shipping costs from the final sales payment to the Artist, if applicable. If no sales payments are pending, then the Artist has 30 days to reimburse the Gallery for any shipping costs.

6. *Responsibility for Loss or Damage, Insurance Coverage.* The Gallery shall be responsible for the safe keeping of all consigned Artworks while they are in its care and custody. The Gallery shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks), to the full amount the Artist would have received from the Gallery if the Artworks had been sold. The Gallery shall provide the Artist with all relevant information about its insurance coverage for the Artworks if the Artist requests this information.
7. *Fiduciary Responsibilities.* Title to each of the Artworks remains with 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. The Gallery shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of the Gallery.
8. *Notice of Consignment.* The Gallery shall give notice, by means of a clear and conspicuous sign in full public view, that certain works of art are being sold subject to a contract of consignment.
9. *Removal from Gallery.* The Gallery shall not tend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.
10. *Pricing; Gallery's Commission; Terms of Payment.* The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery will collect 7% sales tax on every item sold as laid out by Lafayette, Indiana. The Gallery and the Artist agree that the Gallery's commission will be 30% of the retail price as specified on the Inventory Sheet. Any credit card and processing fees or Gallery promotional sales and discounts will be taken from the Gallery's commission. The billing cycle is from the 1st to the 30th or 31st of the month. All monthly sales will be reconciled the first week of the following month and payments will be either mailed or sent via Venmo by the 7th of the month. The Gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.
11. *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, such as email blasts, postcard mailers, videos, social media event listings and postings, and distributed press releases. The Gallery maintains artistic control over all promotional activities and assumes financial responsibility for expenses incurred in the Gallery's exhibitions and other promotional activities undertaken on the Artist's behalf. The Gallery shall identify clearly all Artworks with the Artist's name.

12. *Reproduction.* The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery will photograph each Artwork for inventory and promotional use purposes. The Artist may request a digital copy of each photograph to be emailed to them. The Artist may then use any photograph taken by the Gallery in his or her own marketing, promotion, or artist portfolio. Neither the Artist nor the Gallery can sell any Gallery created photographs. In every instance of promotional use by the Gallery, 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."
13. *Accounting.* A statement of accounts for all sales of the Artworks shall be furnished by the Gallery to the Artist at the end of every billing cycle as described in Article 10. 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.
14. *Additional Provisions.*
 - a. All exhibitions are slated to run for two (2) months.
 - b. All Artworks in the Retail Shop shall be on display for a minimum of three (3) month.
 - c. Artwork may be dropped off at the Gallery up to two weeks prior to the exhibition opening date and must be delivered by the Saturday prior to the opening date.
 - d. Artwork must be picked up within two weeks after the exhibition closing date.
 - e. Artwork not picked up within 30 days from the end of the show will be considered abandoned and will become property of the Gallery unless prior arrangements have been made.
15. *Termination of Agreement.* Notwithstanding any other provision of the Agreement, this 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. Within thirty days of the notification of termination, all accounts shall be settled, and all unsold Artworks shall be returned by the Gallery. (*Refer back to Article 5 for items that require shipping.*)
16. *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.
17. *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 prior written consent of the Artist.

18. *Choice of Law.* This Agreement shall be governed by the law of the State of Indiana.

Artist Signature

Date

Gallery Representative Signature

Date

SAMPLE



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Consignment Agreement Addendum #1

This addendum replaces *14. Additional Provisions d. and e.*

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- d.* Artworks must be picked up within 30 days after the exhibition closing date or after it is agreed that your Artworks will no longer be on display in the Retail Shop.
- e.* Artists will be charged \$10 a month per Artwork for Art Storage after the initial 30 days has passed for a maximum of six (6) months.
- f.* Any Artworks not picked up after seven (7) months (1 month of free storage and 6 months of paid Art Storage) or after three (3) months (1 month of free storage and 2 months of unpaid Art Storage) will be considered Abandoned and become property of Gallery.
- g.* Abandoned Artworks can be disposed of or sold by the Gallery with no proceeds going to the Artist.

Artist Signature

Date

Gallery Representative Signature

Date