



## ARTIST-GALLERY CONSIGNMENT AGREEMENT

### The Artist

Artist Name: \_\_\_\_\_  
Artist Address: \_\_\_\_\_  
Artist City, State, Zip \_\_\_\_\_  
Artist Phone \_\_\_\_\_ Email \_\_\_\_\_

### The Gallery

Hank's Coffee, Lindsay Martie, 1100 Broadway, Highland, IL 62249  
618-654-1782

hereby enter into the following Agreement:

1. Agency; Purposes. The Artist appoints Hank's Coffee 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. This agreement applies only to works consigned under this Agreement and does not make The Gallery a general agent for any other works.
2. Representation. The Artist hereby appoints Hank's Coffee as their representation to sell or otherwise make available for acquisition to the public, the Artist's Artworks through the months of \_\_\_\_\_ to \_\_\_\_\_. The Artist may exhibit his/her Artwork simultaneously at other locations.
3. Consignment. The Artist hereby consigns to Hank's Coffee, and Hank's Coffee accepts on consignment, those Artworks listed 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 and Gallery.
4. Authority of Accepted Artist's Works. Works of art may be accepted for consignment only by the owner, Lindsay Martie, or by any person designated by Lindsay Martie in writing as authorized to accept works of art hereunder. The Gallery may reject artworks at the Owners discretion. The Artist is responsible for hanging of the Artworks within the designated area of The Gallery.
5. Warranty. The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
6. Duration of Consignment. The Artist and The Gallery agree that the initial term of consignment for the Artworks is to be 2 months, and that the Artist does not intend to request their return before the end of this term unless it is mutually agreed upon by the Artist and Lindsay Martie. The Artist agrees to replace Artworks that have been sold with new Artworks to prevent blank spaces on the walls.
7. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery or return of Artworks from the Artist to The Gallery are the responsibility of the Artist.
8. Responsibility for Loss or Damage, Insurance Coverage. Hank's Coffee shall do everything in their power for the safekeeping of all consigned Artworks while they are in its custody but it is the Artists responsibility to carry insurance on their individual Artworks.
9. The Artist indemnifies The Gallery and Highland Arts Council from damage or loss of The Artworks while consigned with The Gallery.
10. Fiduciary Responsibilities. Title to each of the Artworks remains in the Artist name 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.

Copyrights remain with the Artist.

11. Removal from Gallery. Hank's Coffee shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.
12. Pricing; Gallery's Commission; Terms of Payment. Hank's Coffee shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that Hank's Coffee's commission is to be 10 percent of the Retail Price of the Artwork. Any change in the Retail Price, or in Hank's Coffee's commission, must be agreed to in advance by the Artist and the Gallery. Payment to the Artist shall be made by the Gallery by the 30th of the following month of sales less all commissions due for any/all artworks sold.
13. Framing/Display. It is the responsibility of the Artist to have Artworks framed and have secure wire for hanging. If it is a painted canvas with no frame then the edges need to be finished (painted,etc). Prints need to be matted and sleeved but do not need a frame. Cards do not need to be matted but prefer them to be sleeved for protection and cleanliness. HAC will provide the hanging unit for two-dimensional artwork. Areas with one hook in the wall must be kept in those specific locations. Methods to display other Artworks is the responsibility of the Artist. If the Artist does not fill all areas, HAC may hange framed posters from past Art in the Park exhibits.
14. Promotion. Hank's Coffee shall use its best efforts to promote the sale of the Artworks on the Artist's behalf. HAC shall provide a sign identifying the Artist. The Artist is reponsible to place the price on each piece of Artwork. The price and Artist's name shall be included on the bill of sale of each of the Artworks. Hank's Coffee and HAC shall agree in advance on the division of financial responsibility for expenses incurred in The Gallery's promotional activities undertaken on the Artist's behalf.
15. Reproduction. The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Hank's Coffee will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. Hank's Coffee 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: name."
16. Accounting. A statement of accounts for all sales of the Artworks shall be furnished by Hank's Coffee to the Artist on the last day of the following month of sales less commissions due. The Artist shall have the right to inventory his/her Artworks in the gallery and to inspect any books and records pertaining to sales of the Artworks.
17. Termination of Agreement. This Agreement may be terminated at any time by either the Gallery or the Artist, by giving a thirty (30) day 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 collected by the Artsit.
18. 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.
19. 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, it shall not affect the validity and enforceability of any other part. 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 the prior written consent of the Artist. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.
20. Choice of Law. This Agreement shall be governed by the law of the State of Illinois.

Artist Signature \_\_\_\_\_ Consented and agreed to Date \_\_\_\_\_

Gallery Signature \_\_\_\_\_ Consented and agreed to Date \_\_\_\_\_

Length of Contract From \_\_\_\_\_ To \_\_\_\_\_