



Highland Arts Council - Gallery Art Display Agreement

HAC

Highland Arts Council, 907 Main Street, Highland, IL 62249

618-654-4727

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 Highland Arts Council agrees to act as agent for Hank's Coffee to schedule artists to display works of art (the Artworks") to be shown as 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 Artists will be scheduled at Hank's Coffee for the period agreed upon by each artist. The Artists may exhibit simultaneously at other locations.
3. Consignment. The Artist will list all artworks on an inventory sheet for Hank's Coffee, and Hank's Coffee accepts only those works listed on the attached Inventory Sheet.
4. Authority of Accepted Artists. Hank's Coffee agrees to show only the Artists scheduled by Highland Arts Council unless otherwise agreed between Hank's Coffee and a representative of Highland Arts Council.
5. Warranty. The Artist will warrant 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. If the artwork is sold it may remain in The Gallery and marked sold until the end of the exhibit or the Artist may replace it with another artwork that will be listed on the Inventory Sheet.
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 Gallery and the Artists indemnify 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. Highland Arts Council requires no payment for the sale.
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 commissions due for any/all artworks sold. The Artist must be an HAC current member prior to being accepted to exhibit.
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, sleeved and in a display unit. Artists provide display units for items that cannot be hung on the walls. HAC will provide a hanging unit for 3 walls within Hank's Coffee for the duration of the agreement. Should HAC or Hank's Coffee discontinue the program, ownership of the display unit remains with HAC. HAC volunteers will be responsible for installation and/or removal of the units and repair of the walls if requested by Hank's Coffee. On other walls, single display hooks will be left in specific places. Artists will be required to fit artwork to those spaces without changing the display hooks' locations.
 14. Promotion. Hank's Coffee shall use its best efforts to promote the sale of the Artworks. HAC will provide a sign for HAC and the name of the exhibiting artist. If the artist does not fill all locations, HAC shall hang framed posters from previous Art in the Park Shows. The Artist shall identify clearly all Artworks with his/her name and price. Hank's Coffee and HAC shall agree in advance on dates and financial responsibility for an exhibit opening reception in Hank's Coffee for each of the exhibiting Artists. Hank's Coffee and HAC will agree upon any other promotional opportunities to increase traffic for The Gallery and the Artist.
 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. HAC reserves the right to use the artworks in promotion of the exhibit with the Artist's permission. 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 all commissions due. The Artist has the right to inventory his/her Artworks and to inspect any books and records of its sales.
 17. Termination of Agreement. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or HAC, by giving a thirty (30) day written notification of termination from either party to the other. In the event of HAC's dissolution, the Agreement will be terminated and the display unit will go back to HAC for proper dispersement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by Hank's Coffee.
 18. Procedures for Modification. Amendments to this Agreement must be signed by both HAC 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 HAC 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. 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 HAC. 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.

HAC Signature _____ Consented and agreed to Date _____

Gallery Signature _____ Consented and agreed to Date _____

Length of Contract From _____ To _____