

ARTIST-GALLERY CONSIGNMENT AGREEMENT

COMPTON GALLERY

Main Contact: Donna Compton phone 973-910-2100 Email
donna@donnacompton.com 904 Main Street, Boonton NJ 07005

THE ARTIST

and

THE GALLERY
Compton Gallery

Name:

EXHIBIT LOCATION

Address Phone

904 Main Street, Boonton NJ 07005

email

hereby enter into the following Agreement:

1. Agency; 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. This agreement applies only to works consigned under this **Agreement** and does not make **The Gallery** a general agent for any other works.

2. Exclusive Representation. The **Artist** hereby appoints **The Gallery** as their sole representation throughout "Specific area" to sell or otherwise make available for acquisition to the public, the **Artist's Artworks** that are consigned at Compton Gallery during the exhibit period.

3. Consignment. The **Artist** hereby consigns to **The Gallery**, and **The Gallery** accepts on consignment, those **Artworks** listed on the attached **Inventory Sheet** which is a part of this **Agreement**.

4. Authority of Accepted Artist's Works. Works of art may be accepted for consignment only by Donna Compton.

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 FROM (DATE):

April 22 until May 26, 2024

(The duration of the exhibit is from: April until May 26, 2024)

NOTE: Alternate pickup times and arrangements may be made by calling Donna Compton at 973-910-2400.

NOTE: If someone else will be picking up The Artist's work, type the name and contact information in the form below, or send a formal email to info@highlandsart.org stating the person's name and contact information.

7. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** to the **Artist** to **The Gallery** are the responsibility of the **Artist**. Packing and shipping charges, insurance costs and other handling expenses from **The Gallery** to **The Artists** be the responsibility of **The Artist**.

8. Fiduciary Responsibilities. Title to each of the **Artworks** remains in the name of 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 by Compton Gallery for the **Artist**. **The Gallery** shall pay all amounts due the **Artist** within 30 days after the exhibit ends.

9. 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.

10. Damages to The Artist's work. **The Gallery** shall reimburse the artist for 60% of the retail price of **The Artist's** artwork in the event of loss or damage while at **The Gallery**.

11. 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**.

12. Pricing and Gallery's Commission; Terms of Payment. **The Gallery** shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. **The Gallery** and the **Artist** agree that the **Gallery's** commission is to be 40% of the Retail Price of the **Artwork**, not including sales tax. Any change in the Retail Price, or in **the Gallery's** commission, must be agreed to in advance by the **Artist** and **the Gallery**.

13. 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. **The Gallery** shall identify clearly all **Artworks** with the **Artist's** name, and the **Artist's** name shall be included on the bill of sale of each of the **Artworks**.

14. Reproduction. The Gallery 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**. 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: (Artist's Name).**"

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 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.

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

Consented and Agreed To: Artist

Print Artist Name

Artist Signature

Date

Consented and Agreed To: Gallery



Donna Compton, Gallery Representative

Name and contact information of the person who will be responsible for picking up the art if The Artist cannot personally be there to pick it up:

Name

Phone

Email

Please fill out the forms below (and on the next page) for this contract. Y
Also, please attach one to the back of each piece of art. Or, you may attach a business card to the back of your art, or use the forms below to attach to the back of your art.

Art Consigned to Compton Gallery

Name _____

Phone Number _____

Title _____

Medium _____

Size: Height: _____ Width: _____
Include outside dimensions of frame

Price _____
(at which the art will be sold to customer)

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Name _____

Phone _____

Title _____

Medium _____

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See next page for extra art listing forms

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