

# Gallery Contract

Agreement is made between \_\_\_\_\_  
(hereinafter referred to as the "Artist"), and the undersigned Gallery or artist's representative (hereinafter referred to as the "Gallery").

**1)** The artist appoints the gallery as an agent for the sale of his/her paintings. The gallery wishes to represent the artist under the terms and conditions of this contract.

**2)** The artist will maintain possession of the painting until it is sold via the gallery (which is based online). At which point the gallery will cover the shipping cost of the painting and the artist will be responsible for properly packing and preparing the painting for delivery. The gallery will supply a consignment agreement to the artist each time new works are confirmed to have been shipped by the artist, showing painting's title, size, and the artist's given retail price (gallery may not raise this price without written permission from the artist).

**3)** The artist's retail price, less the gallery commission of 25% will be remitted to the artist within thirty (30) days of the date of closing the sale. The title of those works remains with the artist until the works are sold and the artist is paid in full, at which time the title passes directly to the purchaser.

- (Optional) the artist offers limited reproduction rights of all work provided to the gallery for the sale of art editions (or reproductions) on which the gallery will apply the price of materials as well as a commission of 25% on top of what the artist wishes to be paid for the sale of reproductions. (Artist retains the right to terminate these reproduction rights via written or email notice.)

**4)** A copy of the sale's invoice on each painting, showing the name, address, and phone number of the customer and the retail amount paid, shall be attached to the remittance of the artist, who agrees not to share this information with any other gallery.

**5)** The gallery will assume full responsibility and be strictly liable for any consigned works lost, stolen, damaged or destroyed while in the gallery's possession.

**6)** The artist's works will be held in trust for the benefit of the artist and will not be subject to claim by a creditor of the gallery.

**7)** The artist represents and warrants that any paintings he furnishes are the original work of the artist and that sale of the property does not violate any property right or copyright and does not contain any libelous or unlawful matter.

This agreement will terminate on written or email notice of either the artist or the gallery.

Upon termination, All accounts will be paid in full and all of the artist's work will be removed from the online gallery's site within thirty (30) days.

Consented and agreed to:

Gallery : **Striving Artist**

Controlled by Company: **Visualife LLC**

Artist (Print Name): \_\_\_\_\_

Artist's Signature: \_\_\_\_\_

Optional Edition/Reproduction rights as stipulated in section 3.

Artist's Signature: \_\_\_\_\_

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

Gallerist : Aaron Whitney

Gallerist's Signature: \_\_\_\_\_

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