

ARTIST-GALLERY CONSIGNMENT AGREEMENT

NJ Highlands Coalition Entr'Exhibit, Farmstead Arts Center, 2025

Main Contact: Donna Compton phone: 973-910-2100 email: donna@donnacompton.com

NJHC Office: 508 Main Street, Boonton NJ 07005 (973) 588-7190

E-mail: info@njhighlandscollection.org

Farmstead Arts: Leslie Workman, President

908.636.7576 908.636.7576

Business Address: Friends of the Kennedy Martin Stelle Farmstead
c/o Robin Storms, PO Box 155, Basking Ridge, New Jersey 07920

THE ARTIST

and

THE GALLERY

NJ Highlands Coalition

Name

Address

Phone

Email

EXHIBIT LOCATION

Farmstead Arts Center

450 King George Road,
Basking Ridge, New Jersey 07920

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 The Farmstead Art Center 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: January 6, 2025 to February 26, 2025

The duration of the exhibit is January 12, 2025 until February 23, 2025. On that day, February 25 at 3:00 p.m. The Gallery requests that the Artist take back any or all of the **Artworks**. Other arrangements must be made in advance if for any reason The Artist's artwork is not picked up by the artist or his/her representative on February 23, 2025, 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 highlandsart@njhighlandscoalition.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** from the **Artist** to **The Gallery** are the responsibility of the **Artist**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from **The Gallery** to the **Artist**, shall be the responsibility of **The Artist**.

8. Responsibility for Loss or Damage, Insurance Coverage. The **Artist** understands and agrees that the Art is being displayed solely at each artist's own risk and waives any rights to claim damages against Farmstead Arts and NJ Highlands Coalition for any reason. **The Artist** further agrees to hold harmless the Farmstead Art Center, Friends and the NJ Highlands Coalition and its officers, directors, agents and employees from and against all losses, damages, claims, costs and expenses arising in connection with or related to this agreement and your use of the premises.

9. 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 The Farmstead Arts Center for the **Artist**. **The Gallery** shall pay all amounts due the **Artist** within 30 days after the exhibit ends.

10. 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.

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; 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 30 percent of the Retail Price of the **Artwork**. Any change in the Retail Price, or in the **Gallery's** commission, must be agreed to in advance by the **Artist** and the **Gallery**. **NOTE: The Farmstead's portion of the commission is 25% of the sales price (not including sales tax; The NJ Highlands Coalition's commission is 5% of the sales price. The NJ Highlands Coaliton will mail the balance (70%) to The Artist within 30 days.**

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

Consented and Agreed To: Gallery

19. Length of Contract: From January 6, 2025 to February 26, 2025

Print Artist Name



Artist Signature

Donna Compton, Gallery Representative

Date

Optional: 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

Use the forms below (and on the next page) for this contract, and also print them out to attach to the back of your art (OR TAPE A BUSINESS CARD TO THE BACK)

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone Number _____

Title _____

Medium _____

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

Price _____

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone _____

Title _____

Medium _____

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

Price _____

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone Number _____

Title _____

Medium _____

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

Price _____

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone _____

Title _____

Medium _____

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

Price _____

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone Number _____

Title _____

Medium _____

Size: Height: _____ Width: _____

Include outside dimensions of frame

Price _____

(at which the art will be sold to customer)

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone _____

Title _____

Medium _____

Size: Height: _____ Width _____

Include outside dimensions of frame

Price _____

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone Number _____

Title _____

Medium _____

Size: Height: _____ Width: _____

Include outside dimensions of frame

Price _____

Art Consigned to the Highlands Exhibit at Farmstead Arts Center:

Name _____

Phone _____

Title _____

Medium _____

Size: Height: _____ Width _____

Include outside dimensions of frame

Price _____