

ARTIST-GALLERY LOAN AGREEMENT 11th Annual Highlands Juried Art Exhibit

THE ARTIST	and	THE GALLERY
Name		NJ Highlands Coalition
		Business Address and Contact
Address		508 Main Street, Boonton, NJ 07005
		Phone (973) 588-7190 Fax (973) 588-7193
Phone		E-mail: info@njhighlandscoalition.org
		Main Contact: Donna Compton 973-910-2100
Alt Phone		or 973-452-9750 Email donna@donnacompton.com
		EXHIBIT LOCATION
Email		Maxfield Engine House
		713 Main Street, Boonton, New Jersey 07005

do hereby enter into the following Agreement:

- 1. Agency; Purposes.** The **Artist** appoints **The Gallery** as agent for the works of art ("**the Artworks**" listed below) 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 Maxfield Engine House 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 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 to be until **December 7, 2025. On that day, at 4:00 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 December 25, 2024.
- 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 Maxfield Engine House, The Center for the Study of Cities and Small Towns (CSST) Foundation and NJ Highlands Coalition for any reason. The Artist further agrees to hold harmless the Maxfield Engine House, The Center or the Study of Cities and Small Towns (CSST) Foundation, Curator Donna Compton 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 owed him or her for the **Artworks**; title then passes directly to the purchaser.

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 or remove from the premises any of the **Artworks**.

13. Sales, Commissions and Pricing. Artists are encouraged but not required to offer their work for sale.

- A. The **Gallery** shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet.
- B. 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**.
- C. The customer will send a check to our office made out to the artist for the full sale price, plus sales tax. NJHC will mail it to the artist, who will then make a tax-deductible donation to NJHC for 30%.

14. 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**.

15. Copyright & Reproduction. By signing this agreement, the **Artist** acknowledges that The **Gallery** will not permit any of the **Artworks** to be 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).**"

I understand that I retain all rights to my images. If one or more of my images is selected by the juror of a Highlands Art exhibit, now or in the future, I hereby grant to Highlands Art, The NJ Highlands Coalition and Maxfield Engine House/Boonton Preservation Project the non-exclusive use of those images for the sole purposes of reproduction in the exhibit catalog; on the above respective organizations' social media and websites, and press releases. I agree that I am fully and solely responsible for the content of my images, including the reproduction of the likeness of recognizable individuals. I understand that I may rescind this agreement at any time.

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

19. Length of Contract: From September 21 to December 7, 2025

ARTIST Print Name _____ Signature _____ Date _____	GALLERY REPRESENTATIVE Print Name _____ Signature _____ Date _____
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LIST ART TITLES AND SALE PRICES BELOW
(if it NOT for sale, please write NFS)

ARTIST _____ TITLE _____ _____ NOTES PHONE _____	ARTIST _____ TITLE _____ _____ NOTES PHONE _____
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ARTIST _____ TITLE _____ _____ NOTES PHONE _____	ARTIST _____ TITLE _____ _____ NOTES PHONE _____
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