

ARTIST-GALLERY CONSIGNMENT AGREEMENT

11th Annual Highlands Juried Art Exhibit

THE ARTIST

and

THE GALLERY

Name

NJ Highlands Coalition

Address

Business Address and Contact

508 Main Street, Boonton, NJ 07005

Phone

Phone (973) 588-7190 Fax (973) 588-7193

E-mail: info@njhighlandscoalition.org

Alt Phone

Main Contact: Donna Compton 973-910-2100

or 973-452-9750 Email donna@donnacompton.com

Email

EXHIBIT LOCATION

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") 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 29, 2024. On that day, at 5:00 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 29, 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 and NJ Highlands Coalition for any reason. The Artist further agrees to hold harmless the Maxfield Engine House, 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 Curator Donna Compton 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 or remove from the premises any of the **Artworks**.

13. 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**.

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. 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).**"

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 22 to December 29, 2024

THE ARTIST

GALLERY REPRESENTATIVE

Donna Compton

DATE _____

DATE _____