

NJHC ARTIST-GALLERY LOAN AGREEMENT

13th Annual Highlands Juried Art Exhibit

October 26 to December 30, 2026

EXHIBIT LOCATION

The Atrium Gallery of the Morris County Administration & Records Building
10 Court Street, Morristown, NJ 07960

<https://www.morrisarts.org/arts-in-community/the-atrium-gallery/>

MORRIS ARTS maintains oversight of The Atrium Gallery and has agreed to host and facilitate this exhibit. 222 Ridgedale Ave, Suite 100B | Cedar Knolls, NJ 07927

Phone: [973.285.5115](tel:973.285.5115) | Fax: 973.285.1199 | Email: info@morrisarts.org



THE ARTIST

Name _____

Address _____

Phone _____

Alt Phone _____

Email _____

THE GALLERY

NJ Highlands Coalition

Business Address and Contact

713 Main Street, Boonton, NJ 07005

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

E-mail: info@njhighlandscoalition.org

Main Contact: Donna Compton

973-910-2100 or *direct cell & text*: 973-452-9750

Email highlandsart@njhighlandscoalition.org

NOTE: *Please print this Loan Agreement ONE-SIDED and submit it when you deliver your art.*

The Artist and The Gallery 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 The Atrium 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 and Art Removal.** The Artist and The Gallery agree that the initial term of consignment for the Artworks is to be from delivery of the artworks until all art is picked up by appointment after the official end of the exhibit. **Exceptions** must be discussed with the Curator in advance. **Examples** would be if an artwork is sold, or if the artwork is committed to an exhibit elsewhere before the Atrium exhibit ends. If another person will be picking up the art for any reason, The Artist shall notify The Gallery in writing in advance.

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 NJ Highlands Coalition and its officers, directors, agents and employees, Curator Donna Compton, and The Atrium Gallery in the Morris County Administration and Records Building. and for any reason. The Artist further agrees to hold harmless the NJ Highlands Coalition and its officers, directors, agents and employees, Curator Donna Compton, The Atrium Gallery in the Morris County Administration and Records Building 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**. *The Artist can agree to release the art to a customer upon purchase before the exhibit ends and replace the piece with another suitable artwork.*
12. **Sales, Commissions and Pricing.** Artists are encouraged but not required to offer their work for sale. **The Gallery** shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet.
13. **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. **The Gallery** shall notify **The Artist** when a customer wants to purchase their art (*plus any tax if applicable*). The customer will pay the artist directly the full price of the art; **The Artist** shall then donate 30% of the sale price to **The Gallery** online or by check or money order.
15. **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.
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 delivery of artwork to The Atrium Gallery until the art is picked up between January 5 and January 8, 2026 by **The Artist** or a pre-authorized representative. Appointments shall be made near the closing date of the exhibit.

The Artist and The Gallery do hereby agree to the above terms of this agreement” *Please Sign in the left box below*

I agree to the above statements and conditions

THE ARTIST

PRINT your Name

Signature

Date

GALLERY REPRESENTATIVE

Print Name_

Signature

Date

Additional Agreement Below

COPYRIGHTS AGREEMENT 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**.

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

NAME: _____ PHONE _____

REPRESENTATIVE AUTHORIZED TO PICK UP YOUR ARTWORK

Name the customer who will instead be picking up the artwork **by prior appointment**. If unknown at this time, email the Curator with the name and phone number of the person

NAME: _____ PHONE _____

YOUR NAME

LIST ART TITLES AND SALE PRICES BELOW. If **NOT** for sale, please write NFS

1. TITLE	Price
2. TITLE	Price
3. TITLE	Price
4. TITLE	Price
5. TITLE	Price
6. TITLE	Price

Please add the following information on the back of your art.
OR Tape a business card or something else on the back of your art

ARTIST _____
TITLE _____
PHONE _____

ARTIST _____
TITLE _____
PHONE _____

ARTIST _____
TITLE _____
PHONE _____

ARTIST _____
TITLE _____
PHONE _____