



418 Dakota Avenue | Wahpeton, ND 58075 | (701) 591-1010 | www.RedDoorGalleryWahpeton.com

Art Consignment Agreement

Artist Information:

Name _____

Address _____

Phone Number _____ Email _____

Facebook _____ Webpage _____

Instagram _____ Twitter _____

The above named parties 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 the 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.

2. **Consignment.** The Artist hereby consigns to the Gallery and the Gallery accepts on consignment, those Artworks listed on the inventory sheet provided by the Artist. Attached hereto.

3. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks and that their descriptions are true and accurate.

4. **Duration of Consignment.** The Artist and the Gallery agree that the initial term of consignment for the Artworks is to be **up to** 12 months from the date delivered to the gallery, unless otherwise agreed to in writing.

5. **Display.** All works submitted for display shall be display-ready adhering to the policies of the Gallery. The Gallery maintains sole control over the display, placement, lighting and labeling of the artwork under consignment. A member of the subcommittee for display of artwork shall be present at the time the works are first displayed. Art for hanging in the Gallery shall be appropriate for the Gallery’s system of hanging to include **wire or saw toothed hanger**. If unframed works are submitted all edges shall be completed utilizing the medium used to create the work.

- a) All matted works, unframed shall be protected by a plastic sleeve to prevent soil and or damage.
- b) All cards shall be in cellophane sleeves to prevent soil and/or damage.

6. **Transportation Responsibilities.** Arrangements for, 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 and in their return to the Artist shall be the responsibility of the Artist.

- a) **Additional Provisions.** If anyone other than the Artist is to pick up works of art, written authorization from the Artist must be provided to the Gallery in advance. All responsibility for the safe transfer of the works remains with the Artist.

7. **Responsibility for Loss or Damage, Insurance Coverage.** The Gallery shall not be responsible for the safekeeping of consigned Artworks while they are in its custody. The Gallery cannot guarantee appropriate storage for any items not actively on display. Due to the Gallery's inability to establish value of consigned Artwork for insurance purposes, the Artist shall be required to maintain insurance coverage at his or her discretion. The Gallery assumes no liability for losses that may occur. The Artist releases the Gallery and its directors, officers, employees, agents, and independent contractors from liability for, and waives any claims the Artist may have against the Gallery now or in the future arising out of, the display of the art works at the Gallery, including, without limitation, claims of damage, injury, disappearance or destruction by any cause or instrumentality, including negligent or wrongful acts of the Gallery, its directors, officers, employees, agents, and independent contractors, theft, vandalism, fire, casualty, acts of God, or other unexplained causes, to the full extent permitted by law.

8. **Fiduciary Responsibilities.** Title to each of the Artworks remains with 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. The Gallery shall pay all amounts due the Artist before any sale proceeds are made available to creditors of the Gallery.

9. **Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified by the Artist to **include** the Gallery's commission of 30%. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance by the Artist and the Gallery. Payment to the Artist shall be made by the 15th of the month following the month of sale. Artist payouts of less than \$20 shall be accrued until that amount is reached or no later than three months.

10. **Title to Artwork.** Title to each of the Artworks remains with the Artist until the Artwork is sold; title then passes directly to the purchaser. Title passes directly to the Gallery for items not picked-up by the Artist within 5 business days following the end of the consignment period or other mutually agreed upon date. Upon written notice from the Gallery, either by email or postal mail to the latest address provided by the Artist in this Agreement of termination under Section 15 of this Agreement, the Artist shall remove the specified Artworks from the Gallery within 90 days of the date of the written notice. Any artwork not removed by the date specified in the written notice will be considered abandoned and be disposed of in the Gallery's sole discretion without further notice to the Artist.

11. **Removal from Gallery.** The Gallery shall not lend out, remove from the premises, or sell any of the Artworks on approval without first obtaining written permission from the Artist.

12. **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.

13. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery assumes the right to use images of art work to publicize and promote the Artworks through social media, web page, print advertising and newsletters. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.

14. **Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by the Gallery to the Artist on a regular basis as indicated under section 9 of this Agreement. The Artist shall have the right to inventory his or her Artworks in the Gallery and to inspect any books and records pertaining to sales of the Artwork.

15. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, the Agreement may be terminated at any time by either the Gallery or the Artist by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and the Artist shall promptly remove any unsold Artworks from the Gallery's premises during business hours. In the event of the failure of the Artist to make appropriate arrangements for the collection of their Artworks, the Gallery shall follow the procedures set forth in Section 10 of this Agreement.

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 in relation to any other part: in such case, the document shall be construed as if such invalid or unenforceable provision had not been included. 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.

18. **Choice of Law.** This Agreement shall be governed by the law of the State of North Dakota.

19. **Entire Agreement.** This Agreement contains all of the terms of the agreement between the Gallery and Artist and supersedes all oral negotiations. The provisions hereof shall be binding upon the successors, agents, and assigns of the parties hereto.

20. A copy of this Agreement must be on file at Red Door Art Gallery, Wahpeton before art is displayed. This only needs to be filed once unless changes to this Agreement are made.

Signature of Artist

Signature of Authorized Representative of the Red Door Art Gallery

Date

Date

Please include a short biography with this contract.

Leg Rev. 05/23/23 BLH

Approved 08/24/23