

**6.9.F1 -- Van Buren School District Fine Arts Center Art Gallery**

**CONTRACT**

\_\_\_\_\_ hereinafter referred to as  
(name of artist)  
“Artist”, and the Van Buren School District Fine Arts Center Gallery, hereinafter referred to as  
“Gallery,” hereby enter into the following Agreement:

**WARRANTY** -- Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.

**SCOPE OF AGENCY** -- Artist appoints the Gallery to act as Artist’s non-exclusive agent for the exhibition and sale of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.

**CONSIGNMENT** -- Artist hereby consigns to Gallery, and Gallery accepts on consignment, those Artworks listed in Record of Consignment. Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork, the title shall pass directly from Artist to the purchaser.

**DURATION OF CONSIGNMENT** -- Artist and Gallery agree that the initial term of consignment for Artworks is to be \_\_\_\_\_ days and that Artist does not intend to request their return before the end of this term. Thereafter, consignment may continue until Artist requests the return of any or all of the unsold Artworks, or Gallery requests that Artist takes back any or all of the unsold Artworks, with which request the other party shall promptly comply.

**TRANSPORTATION** -- Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to Gallery, shall be the responsibility of Artist. Artworks are expected to be delivered to Gallery during the Gallery working days and hours. Return of Artworks from Gallery to Artist shall the responsibility of the artist.

**PROMOTION BY GALLERY** -- Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on Artist's behalf. The Gallery shall publicize the exhibition in print media, or newsletter when possible, and will provide a reception to coordinate with an event at the Fine Arts Center.

**PROMOTION BY ARTIST** -- At his/her own expense, Artist may wish to contribute to a promotional campaign during the exhibition of his/her Artworks by ordering extra copies of the announcement card, printing a personal catalogue, recording video-statement on DVD, attending the opening reception, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition,

the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses.

**COPYRIGHT** -- Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. 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." Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. In every instance of such use, the Artist shall be acknowledged as creator and copyright owner of Artwork. Photographing without flash light is permitted to the public in Gallery.

**PRICING** -- Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the Record of Consignment. Any change in the retail price must be agreed to in advance by Artist and Gallery.

**SALE** -- All Gallery sales are in US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale. Gallery retains right to make customary trade discounts up to 10% (percent) to such purchasers as museums and designers. In the case of discount sales, the discount shall be deducted from the retail price.

**COMMISSIONS** -- Gallery and Artist agree that the Gallery's commission is to be 20% (percent) of the retail price of each work sold. Any change in Gallery's commission must be agreed to in advance by Artist and Gallery.

**TERMS OF PAYMENT** -- Gallery shall pay Artist all proceeds due to the Artist within thirty days of sale via cash or check minus the 20% commission provided above.

**ACCOUNTING** -- Along with each payment, Gallery shall furnish Artist with a copy of the bill of sale, indicating name of Artist, title of Artwork sold, date of sale, and sale price. Gallery may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable law. Artist shall have the right to inventory his/her Artworks on Gallery premises after school hours, and inspect books and records pertaining to sales of his/her Artworks.

**REMOVAL FROM GALLERY** -- Gallery shall not tend out or remove from the premises any of Artworks without first obtaining permission from Artist.

**LOSS OR DAMAGE** -- Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. In the event of loss or damage that cannot be restored, Gallery shall be liable to Artist (except for damage resulting from flaws inherent in Artworks) to one-half (1/2) the amount Artist would have received from Gallery if Artworks had been sold, less insurance deductible. If restoration is undertaken, Artist shall have veto power over the choice of the restorer.

**SECURITY INTEREST** -- In the event of any default by Gallery, Artist shall have all the rights of a secured party and the Artworks shall not be subject to claims by Gallery's creditors. Gallery agrees not to pledge or encumber any works in its possession, nor to incur any charge or obligation in connection therewith for which Artist may be liable. 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.

**TERMINATION OF CONTRACT** -- Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement.

**ARBITRATION** -- This Agreement shall be governed by the laws of the State of Arkansas. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.

**MODIFICATIONS** -- This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

**RECORD OF CONSIGNMENT** -- Artist certifies that all Artworks listed in the consignment record attached to this contract will be available for exhibition and sale at the Gallery during the term specified in this Agreement.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature of artist)

\_\_\_\_\_  
(signature of Gallery representative)

\_\_\_\_\_  
(Artist address)

\_\_\_\_\_  
(city) (state) (zip)

\_\_\_\_\_  
(phone) (email)

\_\_\_\_\_  
(emergency contact)

Consignment Period \_\_\_\_\_