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Artist/Gallery Contract

This **Agreement** is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( the “**Artist**”) and the beachKraft Gallery of Olney (the “**Gallery**”), located at 18200 Georgia Ave. Unit O+N, Olney, MD 20832. The artworks exhibited at any time pursuant to this Agreement are hereinafter collectively referred to as the “**Works**” or “**Work**” and refers specifically to those artworks listed on the attached Inventory of Works (“**Inventory**”).

**1. Term and Termination.** The term for the exhibition of the Works under this

Agreement shall begin when the Work is delivered to the Gallery as specified below.

Either party may terminate this Agreement upon seven (7) days advance written notice. On termination, the Artist shall promptly remove the Works from the space.

\_\_\_\_\_A. One Month Exhibition. The Works will be kept exhibited on the walls or in other display areas while events are occurring in the Gallery space, and when the Gallery is otherwise open to the public. The placement of the Works and times of the exhibit shall be at the sole discretion of the Gallery. The Works shall be delivered by the Artist to the Gallery on \_\_\_\_\_\_\_\_\_ (date) and displayed thereafter until \_\_\_\_\_\_\_\_\_ (date, or, if “open”, until the display period is terminated by the Artist or the Gallery).

\_\_\_\_\_B. Pop-Up or Event. The Works will be exhibited on the walls or in other display areas for an event by the Gallery entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_(date) and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date). The placement of the Works shall be at the sole discretion of the Gallery, and the times of the display shall be in accordance with those of the scheduled event. The Work shall be delivered by the Artist to the Gallery before the event and removed from the Gallery by the Artist at the end of the event or as set forth under option A if also selected.

1. **Exhibition.** The Gallery shall provide for exhibition of the Works listed on the Inventory. Additional Works may be incorporated into this Agreement at such time as both parties agree to the exhibition of other Works and such Works are listed on the Inventory. All Inventory sheets shall be signed by the Artist and Gallery and shall include a description of and agreed upon “Value” and “Retail Price” for each Work exhibited. Artists shall collect all of their unsold Work by the end of the exhibition period stated above. Failure to do so shall result in the imposition of storage and handling charges to the Artist, with all risk of loss to the Artist, and after fifteen (15) days gives the Gallery the right to discard or otherwise dispose of uncollected Work.

1. **Delivery.** Delivery, including packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Works from the Artist to the Gallery and from the Gallery to the Artist shall be the responsibility of the Artist. Similarly, any unsold Work shall be removed by the Artist, at the expense of the Artist. The artist shall be responsible for packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Works purchased that require shipping to the buyer.

1. **Prices and** **Commissions.** The Gallery shall receive a commission of **40 percent** of the retail price of each Work sold. The Gallery is responsible for collecting all funds for Works sold and paying the balance (60 percent) to the Artist. The Artist shall not collect funds from customer for Work sold. Where discount sales are approved by both the Artist and the Gallery, the discount shall be treated as a reduction in the retail price, and the Gallery’s commission shall be computed on the discounted price. Discounts must be agreed upon and approved by both Artist and Gallery prior to any work being sold at a discount to the retail price.

1. **Payments.** The Gallery shall pay the Artist commissions due within thirty (30) days of the end of the exhibition, event or sale as outlined above in sections 1A and 1B.

1. **Accounting.** The Gallery shall provide the Artist an accounting upon the end of exhibition. Each accounting shall list each Work exhibited, and shall state for each Work sold during the accounting period: the title of the Work, the date of sale, the sale price, the name and address of the purchaser, and the amounts due the Gallery and the Artist. A final accounting shall be provided within ten (10) days of expiration or termination of display term.

1. **Warranty.** Artist hereby warrants that the Artist possesses sole unencumbered title to the Works, that the Works are original and do not infringe upon the work of any other person, that the Works are free of all liens, and that their descriptions are true and accurate. This warranty will survive termination of this Agreement and the Artist agrees to hold the Gallery harmless against any cost resulting from a breach of this warranty. Furthermore, the Artist warrants to the Gallery that the Artist shall not, during the term of this Agreement, grant sale, ownership, rental or other transfer of the work through other venues or sales channels without rendering 40 percent of the retail price as outlined in the Inventory as commission to the Gallery.

1. **Responsibility for Loss or Damage.** Insurance of Work is solely the responsibility of the Artist. Galley shall not be responsible for losses which occur while Work is in transit to or from the Gallery. Gallery shall not be responsible for other losses including but not limited to indirect, incidental or consequential damages. For Work valued above $2,000.00, Artist shall provide proof of insurance against risk of loss. Artist waives all rights of subrogation against the Gallery, its employees, agents, and insurers for damages to the Work to the extent that such damages are covered by the Artist’s insurance.

1. **Security Interest.** The Artist has title to and security interest in any Works exhibited or proceeds of sale under this Agreement. Title to all Works shall directly pass from the Artist to a purchasing party, except that title to Work purchased by the Gallery shall pass only upon full payment to the Artist. The Gallery shall not pledge or encumber any Works of the Artist in its possession, nor incur any charge or obligation in connection therewith for which the Artist may be liable.

1. **Assignment.** This Agreement shall not be assignable by either party.

1. **Modifications.** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between parties hereto.

1. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Artist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gallery Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# INVENTORY OF WORK

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| TITLE | SIZE | DESCRIPTION | VALUE | RETAIL PRICE |
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