



www.gallery104.org

EXHIBITION/SALES CONSIGNMENT

Date: _____

Consignment term: From _____ To _____

Artist's Name: _____

Phone: _____ Email: _____ Cell: _____

Address: _____

City: _____ KY. Zip: _____

Commission: 50% Gallery, 50% Artist

Date In	Date Out	Title (quantity)	Description Medium, Size	Retail Value

The undersigned acknowledges consignment or removal of the above-described pieces of artwork pursuant to terms on the reverse side.

Artist/Consignor's Signature-Consigned

Gallery 104 Signature – Consigned

Date

Artist/Consignor's Signature- Removal

Gallery 104 Signature-Removal

Date

GALLERY 104 CONSIGNMENT AGREEMENT

This consignment agreement is between the parties listed on the reverse of this document. The artworks listed on the reverse side are placed on consignment by the Artist or Consignor and accepted by Gallery 104 for the purpose of display and/or sale. All art is held in trust against any claim from any creditor of Gallery 104 by both parties indicates acceptance of this agreement and the following terms.

TERMS

PRESENTATION: Recognizing that personal artistic expression rest solely with the artist, all artwork will be displayed just as the artist presents each piece to the gallery. No promise is made of preferential or strategic placement within the gallery.

FEES: Gallery 104 shall pay the consignor his/her portion of the agreed retail sale price, as noted on the reverse of this document, for any piece it sells. It is entitled to retain the balance of the sale price as its fees for its services.

PAYMENT: Gallery 104 shall pay the artist/consignor the percentage of retail sales price listed on the reverse of this document on the 15th day of the month for the previous month's sales.

PERIOD OF CONSIGNMENT: Artwork may be consigned for a specific period and may only be withdrawn after the conclusion of the agreement period. Arrangements for return of artwork will be made prior to the conclusion of the agreement. Either party may terminate indefinite consignment by giving the other party seven days notice. The agreement terminates with return of work and subsequent payment of amounts due under terms of the agreement.

If Gallery 104 terminates this agreement, it will inform the consignor and request removal of the work within a seven day period. If the consignor does not remove consigned work, respond and make acceptable arrangements for the return or storage of the artwork, Gallery 104 will make reasonable efforts to terminate the agreement by notifying the consignor at least 3 times over a 90 day period. If artwork is not claimed within 30 days of final notice, the agreement is terminated and the artwork may be removed and stored, with no liability on the part of Gallery 104. If unclaimed after one year of termination, the artwork may be disposed of in any manner the gallery deems appropriate, without liability to the consignor in any manner.

DAMAGES & INSURANCE: Gallery 104 shall make all reasonable efforts to protect artwork in its care from loss or damage. However, Artist has the sole responsibility to insure artwork as deemed necessary for value protection. The Artist remains ownership of their work while in Gallery 104's possession, during transit and until the work is paid for and delivered to buyer.

SUBSEQUENT SALE: For a sale subsequent to removal from Gallery 104 display, resulting from that display, Gallery 104 shall be entitled to its fee. Modifications of these terms may be made by agreement of both parties.

PRICING SUPPORT: The Artist/Consignor agrees that any personal sales of artwork sold outside Gallery 104 in other art sales venues be priced at a level equal to, or above, the agreed retail value of such consigned art as stated on the reverse of this document, assuming the artwork is similar in size, style, nature, materials used, etc.

OTHER: The Artist/Consignor warrants that all artwork is represented truly in the description, that copyrights to the artwork reside with the consignor and that the consignor grants Gallery 104 the right to photograph and/or reproduce the artwork for educational, catalog, and publicity purposes. Gallery 104 understands that it does not acquire any other or permanent copyrights, nor can it assign such rights to purchasers.

SPECIAL CONDITIONS: _____
