

# A DANCE OF LIGHT GALLERY

614 Terrace Avenue  
Chama, New Mexico 87520  
(575) 209-0932

## CONSIGNMENT CONTRACT

This gallery and the artist identified below hereby enter into the following agreement:

Artist name:

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Artist address:

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Artist phone:

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Artist e-mail:

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1. **Appointment.** The undersigned artist appoints A Dance of Light Art Gallery (hereafter referred to as the "gallery") as agent for the works of art ("the artworks") 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.
2. **Consignment.** The artist hereby consigns to the gallery, and the gallery accepts on consignment, that artwork listed on the attached inventory sheet which is a part of this agreement. Additional inventory sheets may be incorporated into this agreement at such time as both parties agree to the consignment of additional artwork. All inventory sheets shall be signed by the artist and gallery.
3. **Warranty.** The artist hereby warrants that he/she created and possesses unencumbered title to the artwork, and that their descriptions are true and accurate.
4. **Duration of Consignment.** The artist and gallery agree that the initial term of consignment for the artwork is to be \_\_\_\_\_ (months), and that the artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue by signed addendum until the artist requests the return of any or all of the artwork or the gallery requests that the artist take back any or all of the artwork with which request the other party shall comply promptly.
5. **During consignment.** The artist agrees not to make separate arrangements to sell a consigned piece to a prospective buyer during the period of this consignment contract.
6. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of artwork from the artist to the gallery shall be the responsibility of the artist, and in their return to the artist, shall be the responsibility of the artist / gallery (line out the choice not chosen).
7. **Responsibility for loss or damage, insurance coverage while in the gallery.** Please see Enclosure (1) - Waiver of Liability and Hold Harmless Agreement.

8. **Fiduciary responsibilities.** Title to the artwork remains with the artist until the artist has been paid the full amount owed him or her for that artwork; title then passes directly to the purchaser. All proceeds from the sale of the artwork shall be held in trust for the artist. The gallery shall pay all amounts due the artist before any proceeds of sales can be made available to creditors of the gallery.
9. **Notice of consignment.** The gallery shall give notice by means of a clear and conspicuous sign in full public view, that certain artwork is/are being sold subject to a contract of consignment.
10. **Removal from gallery.** The gallery shall not lend out, remove from the premises, or sell on approval any of the artwork, without first obtaining written permission from the artist.
11. **Pricing; gallery's commission; terms of payment.** The gallery shall sell the artwork only at the retail price specified on the inventory sheet. The gallery and the artist agree that the gallery's commission is to be \_\_\_\_\_ 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. Payment to the artist shall be made by the gallery within 14 working days after the date of sale of any artwork. The gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an artwork.
12. **Promotion.** The gallery shall use its best efforts to promote the sale of artwork. The gallery agrees to provide adequate display of artwork, and to undertake other promotional activities on the artist's behalf as necessary; i. e., conducting a special showing of the artist's work if a large number of pieces are displayed at one time.

The gallery and the artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in the gallery's exhibitions and other promotional activities undertaken on the artist's behalf. The gallery shall identify clearly all artwork with the artist's name, and the artist's name shall be included on the bill of sale of each of the artwork.

13. **Reproduction.** The artist reserves all rights to the reproduction of the artwork except as noted in writing to the contrary. The gallery may arrange to have artwork photographed to publicize and promote the artwork through means to be agreed to by both parties. In every instance of such use, the artist shall be acknowledged as the creator and copyright owner of the artwork. The 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." \_\_\_\_\_ (Artist's initial) Artist agrees to allow the gallery to photograph artwork for purposes of promotion only.
14. **Accounting.** A statement of account for each sale of artwork shall be furnished by the gallery to the artist within 14 working days along with payment for that sale. A copy of the contractual inventory sheet, annotated with the record of sale, will be attached with payment.

The artist shall have the right to inventory his or her artwork in the gallery and to inspect any books and records pertaining to sales of the artwork at any time during the gallery's normal business hours.

15. **Additional provisions.**

16. **Termination of agreement.** Notwithstanding any other provision of this agreement, this contract 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 contract. Within thirty days of the notification of termination, all accounts shall be settled and all unsold artwork shall be returned by the gallery.

17. **Procedures for modification.** Amendments to this contract must be signed by both artist and gallery and attached to this contract. Both parties must initial any deletions made on this form and any additional provisions written into it.
18. **Miscellany.** This contract represents the entire agreement between the artist and the gallery. If any part of this contract 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 contract shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This contract 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.
19. **Choice of law.** This Agreement shall be governed by the law of the State of New Mexico.

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(Signature of artist)

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(Date)

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(Signature of authorized gallery representative)

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(Date)

# A DANCE OF LIGHT GALLERY

## \* INVENTORY SHEET \*

<u>ITEM NUMBER</u>	<u>INVENTORY CODE</u>	<u>ITEM DESCRIPTION</u>	<u>RETAIL PRICE</u>	<u>GALLERY COMMISSION</u>	<u>DATE SOLD</u>
1	_____	<input type="text"/>	_____	_____	_____
2	_____	<input type="text"/>	_____	_____	_____
3	_____	<input type="text"/>	_____	_____	_____
4	_____	<input type="text"/>	_____	_____	_____
5	_____	<input type="text"/>	_____	_____	_____
6	_____	<input type="text"/>	_____	_____	_____
7	_____	<input type="text"/>	_____	_____	_____
8	_____	<input type="text"/>	_____	_____	_____

\_\_\_\_\_  
(Signature of artist)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of authorized gallery representative)

\_\_\_\_\_  
(Date)

**A DANCE OF LIGHT GALLERY**

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for entering into a consignment agreement with A Dance of Light Gallery (hereafter referred to as the "Gallery" from \_\_\_\_\_ through \_\_\_\_\_, I hereby waive my rights to sue its' agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss or damage to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the consignment agreement.
2. I am fully aware of the risk and hazard potential connected with having my products on the gallery premises. I am fully aware that there may be risks and hazards unknown to me in connection with participating in this consignment agreement. I hereby elect to voluntarily participate in the consignment agreement and assume full responsibility for any loss or property damage that may be sustained by the Gallery, whether caused by the negligence of releasees or otherwise.
3. I further hereby agree to indemnify, save and hold harmless the Gallery from any loss, liability, damage or costs they may incur during my participation in the consignment agreement, whether caused by the negligence of any or all of the releasees, or otherwise.
4. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named Gallery or its' releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing agreement, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this agreement for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Consignee Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Consignee Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_