



8 E. Church Street, Frederick, MD 21701 (USA)
Tel: 301-662-9000 eFax: 240-599-1137

ART CONSIGNMENT AGREEMENT v 17-11

This Art Consignment Agreement ("Agreement") is made between Square Art Gallery and

Artist Name: _____

Full Address: _____

Cell Phone: _____

Email: _____

In this Agreement, the party who is granting the right to sell his/her merchandise will be referred to as "The Artist", and the other party who is receiving the right to sell the merchandise will be referred to as "The Gallery".

The parties agree as follows:

1. **TERM.** This agreement is valid for a period of (please check one)
 30 days 60 days 90 days and shall terminate on _____

2. **DELIVERY OF ART TO THE GALLERY.** The shipment method used by the artist must

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always include a **tracking number** and must always **require the gallery to sign** for the receipt of the art packages. The artist shall at his/her own cost and responsibility, deliver his/her works to the gallery by no later than _____ (date).

3. **READY TO HANG ART.** Since the gallery does not accept works that are not ready to hang, the works being submitted by the artist are;

framed, *ready to hang*

unframed stretched canvas or plywood, over a wooden rim, *ready to hang*

The gallery recommends buying art frames from the online stores, **jerrysartarama.com** or **dickblick.com** into which the solid panels can be inserted/glued prior to shipment to the gallery. **All hanging submissions must have 2 metal D-Rings and a hanging wire.**

4. **LABEL EACH PIECE.** To help the gallery accurately inventory your work, the artist is to affix a removable label to each piece with **name of artist, name of work, assigned serial number, medium, size, suggested gallery price.** We will use this information to create our own gallery labels to replace your labels.

5. **ARTIST STATEMENTS VIA EMAIL ONLY.** The artist is to email an artist statement and/or biography and/or artist resume to **pepikhara@gmail.com**. This is so that the gallery can "cut and paste" your information into a gallery formatted logo page and print it for display alongside your work OR include it in the gallery artist folder without having to re-type everything.

6. **RIGHT TO SELL.** The artist is the sole owner of the works to be submitted to the gallery and in accordance grants the gallery an exclusive right to sell these works during the term of this agreement.

7. **GALLERY COMMISSION, FEE DEDUCTIONS AND DISBURSEMENT OF SALES PROCEEDS.** The gallery agrees to devote its best efforts for the sale of these works. **The gallery commission for each sold piece listed in this agreement will be fifty percent (50%) of the net* sold price. Net sold price shall be calculated as amount collected from the art buyer, minus 3% credit card processing fees, minus 6% Maryland sales tax, minus \$10 for liability insurance for the building housing the gallery.**

Example: A work sells for \$100. The gallery adds the mandated 6% Maryland sales tax. The art buyer pays the gallery \$106 via credit card. When paying the artist, the gallery backs out the 6% tax (which must be paid to the state), the 3% credit card processing fee (paid to the credit card processing company), the \$10 liability insurance fee for the building (paid to the insurance company) and then pays 50% of the remaining balance of \$86.82 to the artist. In this example, the artist will receive \$43.41

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The gallery will pay the artist using one of the following two methods (artist to select one)

Paypal: Payment within 24-48 hours following each sale via PayPal to the artists PayPal account associated with his/her email address as follows

Bank Wire: Payment within 24-48 hours following each sale via bank to bank wire after deducting a bank wire fee of \$50. Artist will provide gallery the following information;

Name of his/her bank _____

Bank address _____

Account number _____

Routing number to receive incoming wires (ask bank) _____

8. **W-9 TAX FORM.** The artist has completed and signed the **attached W-9 tax form** and shall be exclusively liable for, and shall indemnify the gallery against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by the gallery in connection with the performance of this Agreement.
9. **INSURANCE FOR SUBMITTED ART AND FRAMES.** The gallery does not carry any type of loss, theft nor damage insurance to protect the submitted art works nor frames of the artist while in consignment with the gallery. The artist is solely responsible for buying insurance at his/her own expense prior to delivering art works to the gallery.

_____ **(Artist Initials)**

10. **MARKETING.** The gallery shall promote the works of the artist via social media, via the gallery website, via a digital press release to the local media, via announcements through the Frederick Arts Council (of which the gallery is a fee paying member), postcard handouts. Similarly, the artist shall promote his/her works at the gallery via social media, via his/her personal website, direct email and calls to his art buyers.

11. **ARTIST RECEPTION.** In the case of a **solo show**, the gallery shall host **an opening reception** of the artists' show on a date/time to be mutually agreed upon between the

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artist and the gallery. If attending, the artist will be responsible to bring his/her own snacks, drinks, plastic ware, napkins, cleaning supplies.

12. TITLE TO MERCHANDISE. Consigned merchandise shall remain the property of the gallery until sold.

13. LIABILITY AND WARRANTIES. The gallery shall not be responsible for any shortages, loss, theft, damage, while the merchandise is under the control of the gallery. Neither party makes any warranties with respect to the use, sale or other transfer of the artists' works by the other party or by any third party. In no event will the gallery be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the works submitted for sale to the gallery.

14. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

15. TERMINATION. This Agreement may be terminated by either party by providing a 30 days' written notice to the other party.

16. RETURN OF UNSOLD ART VIA UPS OR FEDEX STORE. At the end of this agreement (or any mutually agreed written extension thereof), the gallery shall give the artist a written quote to have his/her works and frames professionally packaged and shipped by the local UPS or Fedex Store. The artist shall pay the gallery to have his/her unsold art and frames (if applicable and if owned by the artist) returned back to him/her. Once the artist sends these funds to the gallery via bank transfer or PayPal, the gallery shall ship his/her work within seven calendar days

Other Arrangement _____

17. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

21. INVENTORY OF WORK BEING SUBMITTED. **No work may be shipped to the gallery without prior approval of it via texting of your name and location, art image, size, medium, price to +1-301-662-9000.** After the gallery has approved the art images and pricing of works being submitted by the artist, the artist is to identify each of his/her works being sent to the gallery using the form below. The price suggested by the artist (if deemed suitable for our market area) will be the price the gallery will sell the art for.

Number	Title of work	Suggested Sales Price
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____
_____	_____	US\$ _____

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22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

23. APPLICABLE LAW. This Agreement shall be governed by the laws of **Maryland**.

Name of Artist (in all CAPS): _____

Signature, (The Artist)

Date

Printed Name of Gallery Owner: PEPI KHARA

Signature, Pepi Khara (Gallery Owner)

Cell: 301-662-9000

Email: pepikhara@gmail.com

Date

Mail approved artwork to:

Mr. Pepi Khara
Square Art Gallery
8 E. Church Street
Frederick, MD 21701
USA



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