

CONSIGNMENT CONTRACT

Agreement made this _____ day of the month of _____ 200__ by and between _____ (artist) located at _____ and "The Watershed" (gallery) located at 711 East Main Street Suite S Lexington, SC 29072.

Recitals

Gallery exhibits and sells artwork; artist has created and owns the artwork listed in the List of Inventory (the "Artwork") and desires to exhibit and sell the same; Therefore, the parties agree as follows:

1. Scope of Agency. The artist appoints the gallery to act as artist's exclusive agent in the following geographic area: "*The Old Mill*" for the exhibition and sale of artwork in the following media: _____.

This agency shall cover only artwork submitted by the artist while this agreement is in force. The gallery shall document receipt of all artworks consigned.

2. Consignment of Inventory. Gallery accepts on consignment, the artworks listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.

3. Pricing and Terms of Payment. The gallery shall sell the artworks only at the retail price specified on the List of Inventory. The gallery and the artist agree that the gallery's commission is to be 20 percent of the retail price of the artwork. Both parties must agree to any change to the retail price or the gallery's commission in advance.

4. Payment. The gallery shall pay the artist all proceeds due the artist within thirty days of sale of any artwork.

5. Loss or Damage. The gallery shall **not** be liable for loss or damage to any consigned artwork. The artist shall be responsible for all repairs to artwork necessitated by artist's faulty workmanship.

6. Promotion. The gallery shall use its best efforts to promote, display and sell artworks. The gallery shall clearly identify the artist's name with all artworks and shall include the artist's name on the bill of sale for any artwork sold by the gallery.

7. Reproduction. The artist reserves all copyrights to the reproduction of the artworks except as noted in writing to the contrary. The gallery may arrange to have the artworks photographed to publicize and promote the artworks through means to be agreed by both parties. In every such use, the artist shall be acknowledged as the creator and copyright owner of the artwork.

8. Copyright. The gallery shall take all steps necessary to insure that the artist's copyright in the consigned artworks is protected in the artist's name.

9. Miscellany. All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

10. Governing Law. This agreement shall be governed by and in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date below.

Artist: _____(print)

Company Name (if any):

Authorized Signature

Title _____

Date _____

Gallery: ***The Watershed***

Authorized Signature

Title _____

Date _____

APPENDIX A: SAMPLE LIST OF INVENTORY for consignment of all work

The artist should fill out form in triplicate. Keep one copy for the artist's records. Gallery should sign and return one copy to the artist and keep one copy for their records.

LIST OF INVENTORY ON CONSIGNMENT

This is to acknowledge receipt of the following artworks on consignment. Artist should list the retail price for the convenience of the gallery and to avoid any misunderstandings.

	Title	Medium	Description	Retail Price	# of items
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

Gallery acknowledges receipt of artwork listed.
Gallery Name: The Watershed
Address: 711 East Main Street Suite S. Lexington SC 29072
Phone: 803-957-1887
E-mail: watershedbooks@yahoo.com

Authorized Signature

Title _____ Date _____

Artist:
Address:
Phone:
Fax:
E-mail: