
courtroom GALLERY

courtroomgallery@fridayartsproject.org

ARTIST-GALLERY AGREEMENT

WITH RECORD OF CONSIGNMENT

NAME

hereinafter referred to as the "Artist", located at

ADDRESS

PHONE, E-MAIL

WEBSITE

and the Courtroom Gallery, hereinafter referred to as the "Gallery", hereby enter into the following Agreement:

1. **WARRANTY.** Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.
2. **SCOPE OF AGENCY.** Artist appoints the Gallery to act as Artist's non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.
3. **CONSIGNMENT.** Artist hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in ¶21.
4. **TITLE.** Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.
5. **TRANSPORTATION.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to Gallery, shall be the responsibility of the Artist. Artworks are expected to be delivered to Gallery during the gallery working days and hours. The return of Artworks from Gallery to Artist shall be the responsibility of the Artist.
6. **INSURANCE:** Artist will obtain and maintain insurance relating to the Artwork at his/her own cost and expense, or otherwise be liable for all risks relating to the Artwork's installation, display, public exhibition, and de-installation. Artist agrees that the Gallery, Friday Arts Project and the Arts Council of York County is not responsible for any claims, damages, liabilities, debts, loss and obligations related to Artist's Artwork or installation of Artist's Arwork.
7. **HANG-READY** Artist must send artwork that is "hang-ready." 2-D pieces must have weight appropriate hardware (d-rings, eye bolts/screw eyes, and/or wire; all eye bolts/screw eyes should be outfitted with wire) and 3-D pieces must arrive with installation instructions if artwork cannot be displayed on a sculpture stand or other level, secure surface. For digital media, film, video, etc., that require a projector, computer, and/or monitor, etc., to display, the Artist must provide such equipment for installation and use. Artworks deemed not ready to hang or shown as delivererd will be excluded from the Gallery.
8. **PROMOTION BY GALLERY.** Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on Artist's behalf.

MAILING ADDRESS:

Courtroom Gallery
Gettys Art Center
201 E Main Street
Rock Hill, SC 29730

PHYSICAL ADDRESS:

Gettys Art Center
2nd Floor Hallway

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9. **PROMOTION BY ARTIST.** At his/her own expense, Artist may wish to contribute to promotional campaign during the exhibition of his/her Artworks by, printing own catalogue, enlightening the opening reception by his/her own presence, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses.
10. **COPYRIGHT.** Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. Photographing is permitted to the public in Gallery.
11. **PRICING.** Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the Courtroom Gallery Artwork Inventory Form (to be filled out by the Artist). Any change in the retail price must be agreed to in advance by Artist and Gallery.
12. **SALE.** All Gallery sales are in US dollars. Artist is responsible for remitting the applicable sales tax to the South Carolina Department of Revenue, as well as, all Federal and State personal income taxes.
13. **COMMISSIONS.** Gallery and Artist agree that the Gallery's commission is to be 20% of the retail price of each work sold. Arts Council of York County and Friday Arts Project will each retain 10% of the Gallery's commission. Artist and Gallery must agree to any change in Gallery's commission in advance.
14. **TERMS OF PAYMENT.** Gallery shall pay Artist all proceeds due to the Artist within thirty days of sale via check in \$US.
15. **ACCOUNTING.** Along with each payment, Gallery shall furnish Artist with a copy of the bill of sale, indicating name of Artist, title of Artwork sold, date of sale, and sale price. Gallery may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks on Gallery premises and request records pertaining to sales of his/her Artworks.
16. **REMOVAL FROM GALLERY.** Gallery shall not lend out or remove from the premises any of Artworks without first obtaining permission from Artist. There is no return policy during this show on Artworks sold to the customers of Gallery.
17. **TERMINATION OF CONTRACT.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement .
18. Artist's emergency contact:

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Gettys Art Center
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NAME / PHONE

19. **ARBITRATION.** This Agreement shall be governed by the laws of the State of South

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Carolina. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.

20. MODIFICATIONS. This Agreement constitutes the entire understanding between the parties hereto. This Agreement may be executed in counterparts, by facsimile or e-mailed signature pages or otherwise, each of which when so executed will be deemed to be an original and such counterparts will together constitute one and the same Agreement. Neither party may assign this Agreement or delegate any rights or duties without the prior written consent of the other parties.

21. RECORD OF CONSIGNMENT. Artist certifies that all Artworks listed below will be available for exhibition and sale at the Gallery during the term specified in ¶22 of this Agreement. These works will also be listed on the Courtroom Gallery Artwork Inventory Form—supplied by the Gallery to be completed by the Artist.

22. DURATION OF CONSIGNMENT. Artist and Gallery agree that the initial term of consignment for Artworks is to start on ____/____/____ and end on ____/____/____, and that Artist does not intend to request their return before the end of this term. Thereafter, consignment may continue until Artist requests the return of any or all of the unsold Artworks, or Gallery requests that Artist takes back any or all of the unsold Artworks, with which request the other party shall comply promptly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below.

DATE OF CONTRACT

SIGNATURE OF ARTIST

PRINTED NAME OF ARTIST

SIGNATURE OF THE COURTROOM GALLERY REPRESENTATIVE

PRINTED NAME OF THE COURTROOM GALLERY REPRESENTATIVE

MAILING ADDRESS:

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If you wish to discuss the contract further, or find any misprints in the description of your Artworks, please contact the gallery promptly. By signing this contract, the artist acknowledges that he/she has retained a copy for their records and has sent one copy to the gallery to initiate arrangements for exhibition. Artist has two weeks from the date of the gallery's offer to exhibit artist's work, or the gallery's offer will expire.