

# ART GALLERY CONSIGNMENT AND SALE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Consignor (Artist/Owner) Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Gallery (Consignee) Information:

Gallery Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Artwork Information:

Title: \_\_\_\_\_

Medium: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Year Created: \_\_\_\_\_

## Consignment Terms and Conditions:

The Consignor hereby consigns the Artwork described above to the Gallery for sale. The Gallery agrees to exercise reasonable care in the custody, preservation, and exhibition of the Artwork, but shall not be liable for loss or damage except in cases of gross negligence or willful misconduct.

## Pricing, Commission, and Payment:

The Artwork will be offered for sale at the agreed upon price of \$\_\_\_\_\_. The Gallery shall retain a commission of \_\_\_\_\_ % of the sale price as compensation for services. Payment to the Consignor shall be made within thirty (30) days after the sale, less the Gallery's commission and any agreed expenses.

## Term of Consignment and Termination:

This Agreement shall commence upon execution and continue for a period of \_\_\_\_\_ months unless terminated earlier by either party upon thirty (30) days written notice. Upon termination, the Gallery shall return the Artwork to the Consignor within a reasonable time.

## Representations and Warranties:

The Consignor represents and warrants that they are the sole legal owner of the Artwork, have full authority to consign it, and that the Artwork is free of any liens, claims, or encumbrances.

## Insurance and Risk of Loss:

The Gallery shall maintain insurance coverage on the Artwork while in its possession, with the Consignor named as loss payee. Risk of loss or damage shall remain with the Gallery during the consignment term.

## Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other from any claims, damages, losses, or expenses arising out of a breach of this Agreement or negligent acts.

**Governing Law and Dispute Resolution:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any disputes arising hereunder shall be resolved through binding arbitration in the county of \_\_\_\_\_.

**Entire Agreement and Amendments:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any amendments must be in writing and signed by both parties.

**Counterparts and Electronic Signatures:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means, including PDF and electronic signatures.

**Notices:**

All notices shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above.

**CONSIGNOR'S SIGNATURE**

**GALLERY REPRESENTATIVE'S SIGNATURE**

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

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

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