

Multi Arts Center Gallery

1001 South Duck
Stillwater, OK 74074
405.747.8084

Art Consignment Agreement

_____ (the Artist) appoints the Multi Arts Center Gallery (the Gallery) as agent of the works of art (the Artworks) consigned under this agreement, for the purpose of exhibition and sale. The Gallery shall not permit the Artworks to be used for other purposes without the written consent of the Artist.

The Artist hereby consigns to the gallery, and the Gallery accepts upon consignment, the Artworks listed on the attached Inventory Sheet, which is part of the agreement. Additional Inventory Sheets may be incorporated into this agreement when both parties agree. The Artist and the Gallery representative shall sign all Inventory Sheets.

The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.

The artist and the gallery agree that the initial term of consignment for the artwork will be for one year with regular rotation of inventory.

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the Artworks from the Artist to the Gallery shall be the responsibility of the Artist.

The Gallery shall make every effort for the safekeeping of all assigned Artworks while they are in its custody. The Gallery will hold no insurance on consigned Artworks and the Artist will hold the Gallery harmless for damages.

The Gallery will sell the Artworks only at the retail price specified on the inventory sheet. The Gallery and the Artist agree that the Gallery's commission is to be 35% of the retail price of the Artwork. The Artist and the Gallery must agree to any change in the retail price, or in the Gallery's commission, in advance. The Gallery shall make payment to the Artist within 15 days of the current month for all work sold during the previous month. The Gallery assumes the risk for unsecured payments on purchases.

The Artist reserves all rights 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 upon by both parties. In every instance the Artist will be acknowledged as the creator and copyright owner of the artwork. The Gallery shall post signage indicating its support of Artists copyright.

The statement of accounts for all sales of Artworks shall be furnished to the Artist on a regular basis. The Artist shall have the right to inventory his or her Artworks in the gallery and to inspect any books and records pertaining to the sales of their Artworks.

Limited edition prints of original art should be clearly identified and marked as prints with the total number of copies in the edition noted.

Notwithstanding any other provisions of this Agreement, either the Gallery or the Artist may terminate this Agreement at any time, by means of written notification.

Amendments to this Agreement must be signed by both the Artist and the Gallery representative and attached to this agreement. Both parties must initial any deletions made on this form and any additional provisions added to it.

This agreement shall be governed by the laws of the State of Oklahoma.

Artist:

Date: _____

Gallery representative:

Date: _____