

GALLERY & EMPORIUM CONSIGNMENT AGREEMENT

THIS AGREEMENT dated _____ is between Gateway Gallery & Emporium Inc. located at 6216 Grand Blvd, New Port Richey, FL 34652 727-812-1222 (the "Gallery") and Name: _____ ("the Artist")

Street: _____

City, State, Zip: _____

Phone: _____

Email: _____

Website: _____

AGREE to the terms and conditions set forth below.

WHEREAS, Artist desires to become a member and have the Gallery represent Artist with regard to the exhibition and sale of staged works of art (the "Works") attached hereto and made a part hereof.

NOW THEREFORE, for good and valuable consideration, the Gallery and the Artist agree as follows:

1. MEMBERSHIP FEE & VOLUNTEER HOURS

The cost for becoming a Member of the Gallery is \$45.00 per year; to be renewed on the anniversary date of your joining the Gallery. In order to continue to keep the membership fee low, Artist will be subject to providing **five (5) volunteer hours PER YEAR**, during various events or receptions. If medical conditions would prevent volunteer time, it is requested that the member provide refreshments such as finger foods or wine, for Exhibit Receptions, at least three (3) times per year. A sign-up sheet will be available at the Gallery for both Volunteer hours and providing refreshments.

Initials _____

2. SALE OF WORKS

- a. The Gallery shall use its best efforts to promote and sell each of the Works and to provide recognition of the Works to the Artist. The Gallery shall sell each of the Works at the retail price established by the Artist as set forth in agreement

- (the "Inventory Form"). The parties may amend consignment agreement, from time to time by signing and dating an amended form. Such amended agreement shall become a part of and be subject to this agreement. Any reference to the agreement in this Agreement shall include any amendment.
- b. The Artist shall provide a satisfactory product to the Gallery. All frames, mats, and/or equally necessary mounting or stabilizing devices are the responsibility of the Artist unless otherwise negotiated. Works on stretched canvas shall have a frame or be painted on the edges ("Gallery Edges") to present a finished appearance.
 - c. The Artist shall provide a satisfactory jpg e-mail photographs of Works to ***gallerysubmissionsandmore@gmail.com*** to be displayed in the Gallery by the date and time indicated on a "Call to Artists" notifications.
 - d. The Gallery shall conduct a marketing campaign and in-store exposure of the Works.
 - e. The Gallery shall provide web site exposure, including a link to the Artist's website if Artist is a gallery member.
 - f. The Gallery guarantees satisfaction to every customer; therefore, the Artist is responsible for providing superior quality Works. The Gallery reserves the right to terminate this Agreement if the Works do not meet the standards of quality set forth herein. If the Gallery terminates this Agreement under this Section, it shall notify the Artist, and it shall be the responsibility of the Artist to collect his Works.
 - g. In the event of sale, the Artist will provide to the Gallery a Certificate of Authenticity for the Work sold within 30 days of the sale. The Certificate of Authenticity will contain the title of the Work, its date and provenance of creation, and the Artists' original signature. If the Artist does not have a form for this, the Gallery will provide a form for the Certificate at the request of the Artist. The Artist will deliver the Certificate to the Gallery; the Gallery will deliver it to the Purchaser within a week of receiving it from the Artist.

3. **AGENT.** Artist appoints the Gallery as its non-exclusive agent for the sale and exhibition of the Works.
4. **SUBMISSION GUIDELINES.** Submitted Works will be deemed appropriate by a three- (3-) judge committee.
 - a. The Artist shall provide satisfactory jpg photographs of Works to be reviewed by the Selection Committee.
 - b. All submissions will be reviewed by an anonymous three-judge Committee and notified accordingly.
 - c. **Submissions must be sent to galleriesubmissionsandmore@gmail.com via .jpg attachment on or before the deadline date and time as stated on each "Call to Artists" notification (all photographs will remain the property of the Gallery and may be used in future advertising.)**

5. GALLERY COMMISSION.

- a. Upon the sale of exhibited artworks, the Gallery shall receive thirty five percent (35%) of the Retail Price as set by the artist.
- b. Upon receipt of payment for the Artist's Work, the Gallery shall pay to the Artist his or her share of the payment within thirty (30) days of the end of the month in which the sale occurred.
- c. **Sales of non-displayed works and Commissioned works resulting from Artist's exhibiting at the Gallery, are also subject to the thirty five percent (35%) commission to the Gallery. Such sales must be paid for through the Gallery.**

4a. EMPORIUM COMMISSION

- a. Upon the sale of any Works listed on inventory label, the Emporium shall receive fifteen percent (15%) of the retail price set by the artist/member.
- b. Upon receipt of payment for the Artist's Work, the Emporium shall pay to the Artist his or her share of the payment within thirty (30) days of the end of the month in which the sale occurred.

c. **Sales of non-displayed works and Commissioned works resulting from Artist's exhibiting at the Emporium, are also subject to the fifteen percent (15%) commission to the Gallery. Such sales must be paid for through the Gallery.**

6. **SHIPPING.** Unless otherwise specified in this Agreement, the cost of shipping and handling shall be added at the time of purchase.

7. **TERMS.** The term of this Agreement is for one month at which time artworks must be switched out unless otherwise agreed upon by Artist and Gallery.

8. STAGING FEE.

Gallery staging fee is \$5.00 per art piece for the duration of exhibit.

Emporium Staging fee is \$5.00 for up to five items per month for artworks 16x20 and smaller; \$5.00 per month for jewelry up to 10 items, due on or before the first Wednesday of each month and payable by cash, check or debit/charge. If you do not pay your staging fee you must pick up your work by the first Wednesday of each month or you **will be charged a storage fee of \$5.00 per item, per day**. Artist is responsible to provide all tags to include the price and artist's initials.

Initials _____

9. **CANCELLATION.** Notwithstanding anything else in this Agreement, either the Gallery or the Artist may terminate this Agreement at any time. This Agreement shall automatically terminate if the Gallery shall become insolvent or declare bankruptcy.

10. **INSURANCE.** The Artist shall hold the Gallery and its representatives and staff harmless in the event of damage to or theft of the Work. The Gallery encourages the Artist to purchase insurance for his or her own Works to be in effect while the Work is in the Gallery.

11. **CONSIGNMENT VS SALE.** The Gallery agrees and acknowledges that the delivery of the Works to the Gallery is a consignment and not a sale of the Works to the Gallery. The Artist shall retain full title to all Works consigned to the Gallery and shall in no

event be subject to claims by the creditors of the Gallery. Title of the Works shall pass directly from the Artist to the purchaser, and, in the event of default or breach by the Gallery, the Artist shall have all the rights of a secured party under the Uniform Commercial Code, whichever is applicable.

12. ARBITRATION. Any controversy or claim arising out of or in relation to this Agreement shall be settled by arbitration in Pasco County, Florida, in accordance with the rules of The American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction.

13. MISCELLANEOUS.

- a. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
- b. Modifications and amendments to this agreement, including any exhibit hereto, shall be enforceable only if they are in writing and are signed by both parties or an authorized representative of each party.
- c. This Agreement binds and benefits the heirs, successors, and assignees of the parties.
- d. Any notice or communication required or permitted to be given under this agreement shall be sufficiently given when received by certified mail, or sent by facsimile transmission, email, or overnight courier.
- e. The laws of the State of Florida will govern this Agreement.
- f. If one party waives any term or provision of this Agreement at any time that waiver will only be effective for the specific instance and specific purpose for which the waiver was given in writing. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

- g. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted to best carry out the parties' intent.
- h. The parties agree and acknowledge that all attachments, exhibits and schedules referred to in this Agreement are incorporated in this Agreement by reference.
- i. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- j. Each party represents and warrants that on this date they are duly authorized to executed this agreement, or bind their respective principles by their signatures below.

Please complete and return this form to the address at the top of this Agreement.

Artist	Date

Authorized Gallery Representative	Date

Please initial for each month, during 2018, that you have artwork exhibited at the Gateway Gallery:

_____Jan	_____Jul
_____Feb	_____Aug
_____Mar	_____Sept
_____Apr	_____Oct
_____May	_____Nov
_____Jun	_____Dec