

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 \$50.00 per year, Family Membership is \$65.00, renewable annually on your membership anniversary date. In order to keep the membership fee low, Artists are requested to provide **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.
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 for the Gallery and/or Gift Emporium as follows:
- a. Artworks for the ***Emporium*** must be approved by the Gift Emporium Manager.
 - b. The Artist shall provide satisfactory jpg photographs of artworks.
 - c. All submissions will be reviewed by an anonymous three-judge Selection Committee and notified accordingly.
 - d. **Submissions must be sent to *gallerysubmissionsandmore@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 Gallery & Emporium, are also subject to the fifteen percent (15%) commission to the Gallery. Such sales must be paid for through the Gallery. We**

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

Staging fee is due on or before the first Wednesday of each month and payable by cash, check or credit/debit. You may pay for several months in advance. 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.

GALLERY STAGING FEE

A \$5.00 fee is charged for each artwork that will be displayed in the Gallery for the duration of the monthly exhibit.

ALL artwork that is hung on the walls of the gallery **must have wire fastened by D-rings with screws** on both sides of the canvas or frame. The **wire must be** stretched tightly across the back, which makes for better hanging. **The use of metal teeth or eyelets is NOT allowed.**

EMPORIUM STAGING FEE

The fee is \$5.00 per month, to be paid by the 5th of each month or this fee may be paid for several months in advance. The monthly fee covers up to **five (5) paintings (space permitting)** no larger than 11 x 14 framed or unframed (all 4 sides must be neatly painted on unframed art). **Jewelry, no more than ten (10) pieces, a set counts as one piece, and any combination of jewelry that totals ten pieces.**

Articles of clothing and other textile made goods will be limited based on space available. Handbags of all shapes and sizes, **wood** sculpture, handmade wood boxes, flutes, woodburning pieces and anything wood, **steampunk, pottery, clay** sculptures etc. to be displayed **will be determined by the size and available wall and shelf space in the gift shop.**

Artists are responsible for filling out Emporium Inventory sheet that must include description of works, must provide tags and all tags must include prices and artist's initials.

In order to ensure that there is room for all artists' works, if your monthly fee is not paid up to date, we will have to remove your artworks from display and you will have the option to bring your Emporium fees up to date or to withdraw your artworks.

Initials _____

All artwork to be displayed in the gift shop will be determined by Fran McLean, the Emporium Manager.

Thank you for your understanding and continued support of Gateway Gallery & Emporium

- 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 execute 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