

GALLERY ON THE SQUARE  
CONSIGNMENT SALE AGREEMENT

**Franklin Friends Guild Artist**

The Gallery is supportive of up and coming artists. It is the intent of the Gallery Standards Committee to encourage and support these artists by inviting them to join the Gallery Guild as a member of the Franklin Friends.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between

\_\_\_\_\_, \_\_\_\_\_,  
Name Address

herein referred to as "artist" and Gallery on the Square, Public Square, Franklin, Simpson County, Kentucky, herein referred to as "gallery."

**RECITALS**

WHEREAS, artist is engaged in creative works which artist offers for sale; and

WHEREAS, Gallery maintains a public art gallery on the public square in Franklin, Kentucky, for presenting art and crafts; and

WHEREAS, artist desires to entrust to Gallery, artist artistic works for sale on a commission basis;

For these reasons, and for other good and lawful reasons and in consideration of the covenants set forth below, the parties agree as follows:

1. Selection of Work. Gallery on the Square Standards Committee must jury three or more pieces of work to determine that such work is suitable for display and sale. All such work must adhere to the Gallery Guidelines for display. Gallery on the Square reserves the right of refusal of any work submitted for display by artist or craftsman. Prior to consideration of artist work, artist will supply a biography to the Gallery.

2. Consignment Identification. Works of art offered by artist shall be signed by artist in customary manner and each shall be identified by title, size, medium, or other identifying markings to be supplied by artist consisting of the year in which the work was created.

3. Condition of Art Work. All works of art offered by artist or craftsman shall be completed and in good condition. Artist shall make repairs necessitated by minor, unavoidable damage to art while in Gallery's possession.

4. Risk of Loss. Artist shall deliver all work to Gallery's location at artist's risk. Artist recognizes that Gallery is a non-profit organization and that Gallery shall have no responsibility for the loss or damage or misappropriation of artist's work. Artist recognizes and agrees that artist may purchase insurance to cover any such loss but, by entering into this agreement artist agrees that artist's only remedy upon loss, damage, or misappropriation shall be for such insurance coverage to be purchased by artist.

5. Sales Price. Artist shall be responsible for pricing artist work. Gallery will attempt to sell artist work for amounts determined by artist except as set forth herein below.

6. Payment and Commission. Gallery shall receive a commission of 30% of the sales price of all works of art sold. For purposes of this provision, "sales price" shall not include cost of delivery or any taxes payable on the sale. Artist shall be paid artist's commission by the 15th day of the month following sale. If the artist's portion is less than \$10.00, their check will be withheld until such a time as artist collects all of his work or sales generated by his work earn an accumulated amount of more than \$10.00.

7. Copyright. Artist warrants and represents that all artwork submitted by artist to Gallery will be artist's original creations. Artist further warrants that all artwork submitted shall be unpublished work to which artist possesses common law copyright.

8. Term of Agreement. Artwork should be replaced with different pieces every 6 months. Any work left at Gallery for more than six months may be marked by Gallery at a reduced price to be determined by

Gallery or be taken off display. Commissions will be based upon the reduced sales price. Notification will be made to the artist in advance of this decision.

9. Title. Artist shall retain title to the artwork at all times subject to the terms of this contract. Gallery will attempt to exercise reasonable caution; however, the artist hereby assumes all liability for loss or damage to work submitted, whether in transit or after receipt.

10. Gallery hours are as posted on the web site. Gallery reserves the right to change the hours at any time.

11. Promotions. Artist agrees to participate in the Gallery on the Square's layaway policy or other promotions provided by the Gallery.

12. Limitation of Damages. Notwithstanding artist's agreement that Gallery shall have no liability for any works of art or crafts delivered to Gallery, in any event, Gallery shall have no liability to exceed \$20.00 for loss or damage to artist artwork or craftwork.

13. Notices. Any notice required to be given shall be given to artist at the address indicated above. In the event that artist's address changes, artist shall promptly notify Gallery in writing of such change in address by indicating the changed address on the original copy of this agreement.

14. Web-site Representation. All Guild Members will have their names listed on the Gallery Art Roster.

15. Guild Membership. All artists and craftsmen are required to pay Guild Membership dues annually of \$20.00. Annual Guild dues will be paid with each renewed contract.

16. Title. Artist warrants that artist has complete and marketable title to all art or crafts tendered to Gallery pursuant to this agreement.

17. Miscellaneous. This agreement shall be deemed to have been entered into in Franklin, Simpson County, Kentucky. Any disputes regarding this agreement shall be governed by the law of the Commonwealth of Kentucky. This agreement shall not be interpreted in favor of or against either party by reason of draftsmanship.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
GALLERY ON THE SQUARE

\_\_\_\_\_  
FRANKLIN FRIENDS ARTIST

Revised 7/09