



## Artist Submission and Consignment

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City/Zip \_\_\_\_\_

E-mail \_\_\_\_\_

Web site (*optional*) \_\_\_\_\_

Phone \_\_\_\_\_

*The Artist named above hereby enters into the following agreement with Gallery at Second:*

**Purpose of Agreement:** The Artist appoints *Gallery at Second* as agent for the works of art consigned under this agreement for the purposes of exhibition and sale. *Gallery at Second* shall not permit the works of art to be used for any other purposes without the written consent of the Artist.

**Consignment:** The Artist hereby consigns to *Gallery at Second*, and *Gallery at Second* accepts on consignment, those works of art listed on the attached inventory sheet which is a part of this agreement. Additional inventory sheets may be incorporated into this agreement at such time as both parties agree to the consignment of other works of art. All inventory sheets shall be covered by the signed agreement by the Artist and *Gallery at Second*.

**Duration of Consignment:** The Artist and *Gallery at Second* agree that the initial term of consignment for the works of art is to be two months of exhibition, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment may continue until the Artist requests the return of any or all of the works of art or *Gallery at Second* requests that the Artist take back any or all of the works of art with which request the other party shall comply promptly.

**Fiduciary Responsibilities:** Title to each of the works of art remains in the Artist until the Artist has been paid the full amount owing him or her for the works of art; title then passes directly to the purchaser.

**Pricing; Gallery's Commission; Terms of Payment:** *Gallery at Second* shall sell the works of art only at the retail price specified on the inventory sheet. *Gallery at Second* and the Artist agree that the gallery's commission is to be forty percent (40%) of the retail price of the work of art. Any change in the retail price or in the gallery's commission must be agreed to in advance by the Artist and *Gallery at Second*. Payment to the Artist shall be made by *Gallery at Second* within ten days after the date of sale of any of the works of art.

**Transportation Responsibilities:** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the works of art from the Artist to *Gallery at Second* shall be the responsibility of the Artist, and in their return to the Artist, shall be the responsibility of the Artist.

**Responsibility for Loss or Damage, Insurance Coverage:** *Gallery at Second* shall be responsible for the safekeeping of all consigned works of art while they are in its custody. *Gallery at Second* shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the works of art), to the full amount (wholesale price) the Artist would have received from the *Gallery at Second* if the work of art had been sold.

**Warranty:** The Artist hereby warrants that he/she created and possesses unencumbered title to the works of art and that their descriptions are true and accurate.

*(agreement continues to next page)*

**Mailing address:** Linda Walke/Gallery at Second • P.O. Box 6217 • Harrisburg, PA 17112-0217

**Gallery location:** 608 North Second Street • Harrisburg, PA 17101

**Web site:** GalleryAtSecond.com • **E-mail:** gallery@galleryatsecond.com

**Reproduction for Promotion:** The Artist reserves all rights to the reproduction of the works of art except as noted in writing to the contrary. *Gallery at Second* may arrange to have the works of art photographed to publicize and promote the work through means to be agreed to by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the work of art.

**Termination of Agreement:** Notwithstanding any other provision of this agreement, this agreement may be terminated at any time by either the *Gallery at Second* or the Artist by means of written notification of termination from either party to the other. Within thirty (30) days of the notification of termination, all accounts shall be settled and all unsold works of art shall be returned by the *Gallery at Second*.

This agreement shall be governed by the law of the Commonwealth of Pennsylvania:

\_\_\_\_\_  
*Signature of Artist*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of representative Gallery at Second*

\_\_\_\_\_  
*Date*

## Artist Inventory Sheet

<i>Title of Art</i>	<i>Quantity</i>	<i>Medium</i>	<i>Artist's Wholesale Price</i>	<i>Gallery's Retail Price</i>



\_\_\_\_\_  
*Signature of Artist*

\_\_\_\_\_  
*Date*

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