



ARTIST-GALLERY CONSIGNMENT AGREEMENT

ARTIST: Name _____

Address: _____ Email: _____

Phone: _____ Cell Phone: _____

and

THE GALLERY: Exotic Zone Gallery, 7500 Oakland, Detroit, Michigan 48211 248 275-4163

Hereby enter into the following Agreement:

1. Agency; Purposes. The Artist appoints **The Exotic Zone Gallery** as agent for the works of art ("**the Artworks**") consigned under this Agreement, for the purposes of exhibition and sale. **The Exotic Zone Gallery** shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to works consigned under this Agreement and does not make **The Exotic Zone Gallery** a general agent for any other works.

2. Consignment. The Artist hereby consigns to **The Exotic Zone Gallery**, and **The Exotic Zone Gallery** accepts on consignment, those Artworks listed on the attached Inventory Sheet **Addendum A**, 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 signed by Artist and **The Exotic Zone Gallery**.

3. Authority of Accepted Artist's Works. Works of art may be accepted for consignment only by or by any person designated by either of them in writing as authorized to accept works of art hereunder. **The Exotic Zone Gallery** may reject artworks at the Owners discretion.

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

5. Duration of Consignment. The Artist and **The Exotic Zone Gallery** agree that the initial term of consignment for the Artworks is to be 12 months, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Artist requests the return of any or all of the Artworks or **The Exotic Zone Gallery** requests that the Artist take back any or all of the Artworks with which request the other party shall comply within 30 days.

6. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to **The Exotic Zone Gallery** are the responsibility of the Artist. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from **The Exotic Zone Gallery** to the Artist, shall be the responsibility of **The Exotic Zone Gallery**.

7. Responsibility for Loss or Damage, Insurance Coverage. **The Exotic Zone Gallery** shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. The Gallery shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaw's inherent in the Artworks), to the full amount the Artist would have received from **The Exotic Zone Gallery** if the Artworks had been sold **The Exotic Zone Gallery** shall provide the Artist with all relevant information about its insurance coverage for the Artworks if the Artist requests this information.

8. Fiduciary Responsibilities. Title to each of the Artworks remains in the Artist until the Artist has been paid the full amount owing him or her for the Artworks. title then passes directly to the purchaser. Artist and the gallery may retain reproduction copyright to a work of art. Purchaser/title holder will have the right to exhibit art and limited reproduction rights for the sole purpose of sale and or resale. Artworks where the artist and or gallery retain the underlying copyright with full rights to reproduction will be identified in writing prior to final sale and transfer of ownership. All proceeds from the sale of the Artworks shall be held in trust for the Artist. **The Exotic Zone Gallery** shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of The Gallery.

9. Notice of Consignment. **The Exotic Zone Gallery** shall give notice, by means of a clear and conspicuous sign in fun public view that certain works of art being sold subject to a contract of consignment.

10. Removal from **The Exotic Zone Gallery**. **The Exotic Zone Gallery** shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.

11. Pricing; **The Exotic Zone Gallery** Commission; Terms of Payment. **The Exotic Zone Gallery** shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. **The Exotic Zone Gallery** and the Artist agree that the **The Exotic Zone Gallery's** commission is to be 30 percent of the Retail Price of the Artwork. Any change in the Retail Price, or in **The Exotic Zone Gallery** commission, must be agreed to in advance by the Artist and the **The Exotic Zone Gallery**. Payment to the Artist shall be made by the Gallery on the 15th of every month, and will include all commissions due for any/all artworks sold. The Gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.

12. Framing. If **The Exotic Zone Gallery** will be framing the Artwork, **The Exotic Zone Gallery** and the Artist agree that **The Exotic Zone Gallery's** expense will be factored into the retail price and full compensation for framing will be given to **The Exotic Zone Gallery** upon the sale of Artwork. Should the Artwork be returned to the Artist as outlined in this agreement, the Artist and **The Exotic Zone Gallery** are equally responsible for the wholesale cost of the framing expense.

13. Promotion. The Gallery shall use its best efforts to promote the sale of the Artworks. **The Exotic Zone Gallery** agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist's behalf **The Exotic Zone Gallery** shall identify clearly all Artworks with the Artist's name, and the Artist's name shall be included on the bill of sale of each of the Artworks. **The Exotic Zone Gallery** and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in **The Exotic Zone Gallery's** exhibitions and other promotional activities undertaken on the Artist's behalf.

14. Reproduction. The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. **The Exotic Zone Gallery** shall include on each herein are retained by the Artist and or **The Exotic Zone Gallery**. The gallery will permit photo, print and video journalists access to the gallery for journalistic capture and output.

15. Accounting. A statement of accounts for all sales of the Artworks shall be furnished by **The Exotic Zone Gallery** to the Artist on the 15th of each month, with the payment of all commissions due The Artist shall have the right to inventory his or her Artworks in the gallery and to inspect any books 7 and records pertaining to sales of the Artworks.

16. Termination of Agreement. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by giving a sixty (60) day written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by **The Exotic Zone Gallery**.

17. Procedures for Modification. Amendments to this Agreement must be signed by both Artist and **The Exotic Zone Gallery** and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

18. Miscellany. This Agreement represents the entire agreement between the Artist and **The Exotic Zone Gallery**. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part- A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of **The Exotic Zone Gallery**, whether by operation of law or otherwise, without the prior written consent of the Artist. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

19. Choice of Law. This Agreement shall be governed by the law of the State of Michigan

Sincerely,

_____ (Artist)

Sincerely, _____ (The Exotic Zone Gallery)

Length of Contract

From _____ To _____

Consented and agreed to: Artist

Date _____

Consented and agreed to: The Exotic Zone Gallery

Date _____

ADDENDUM A

Consignment Agreement Artworks List

Title	Medium	Dimensions	Retail Price	Gallery Commission
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Artists Signature _____

Date _____

The Exotic Zone Gallery Owner _____

Date _____

ADDENDUM B

The Exotic Zone Gallery will create a Exotic Zone Gallery Membership Club. The gallery will determine the amount to be paid to join the club and to remain in good standing in the club. Club members will be able to purchase Art exhibited in the gallery for a 20% discount. The Artist shall received a 30% commission on the selling price to club members.