

2024 NOCTURNE ARTIST CONSIGNMENT AGREEMENT

ARTIST NAME: _____ (“Artist”)

MAILING ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

EMAIL: _____ CELL #: _____

OTHER PHONE OR CONTACT: _____

EXHIBITION ____ Nocturne _____ Delivery 9/8-10/2024 per Prospectus

The Artist and the Maine Art Gallery (“Gallery”) hereby enter into the following agreement:

1. AGENCY; PURPOSES. The Artist appoints the Gallery as agent for the works of art consigned under this agreement, for the purposes of exhibition and sale in connection with the Exhibition on display from 9/12/2024 until close of business on 10/20/2024.

2. CONSIGNMENT. The Artist hereby consigns to the Gallery, and the Gallery accepts on consignment, those works of art listed on this form or on the submitted Inventory Sheet(s) which are made a part of this agreement to enable creation of pricing and tracking records and appropriate display labelling. Both parties to initial and date in margin when delivered work is accepted.

Inventory Submitted or attach Inventory Sheet(s)

Title:	Title:
Dimensions:	Dimensions:
Medium:	Medium:
Retail Price:	Retail Price:

3. DURATION OF CONSIGNMENT. The Artist and the Gallery agree that the initial term of consignment for the work(s) of art is to be the display duration of the Exhibition, and that the Artist does not intend to request the return of the works of art before the end of this term. This consignment shall conclude at the end of the Exhibition unless extended in writing by the Artist and the Gallery. Upon conclusion of the Exhibition, the Artist will promptly take back any unsold works of art no later than 24 hours from close of the Exhibition and acknowledge receipt thereof. Both parties to initial and date in margin upon return of work.

4. PREPARATION AND DELIVERY RESPONSIBILITIES. The delivery of the works of art from the Artist to the Gallery for timely display on the delivery day designated ahead of the opening of the Exhibition and the removal of unsold works of art to the Artist immediately upon the conclusion of the Exhibition, shall be the responsibility of the Artist. Artist shall retain all packing materials associated with delivery or removal and assume all risk of damage or loss for said delivery and removal. The works of art shall be delivered “gallery ready” for exhibition, suitable for hanging or display and accompanied by a printed, and an electronic, Artist statement and/or biography, and a signed Consignment Agreement including any Inventory Sheet complying with any incorporated Exhibit Guidelines (see Prospectus/Call for Art).

5. PRICING; GALLERY’S COMMISSION; TERMS OF PAYMENT. Gallery agrees not to sell the work for less than the amount listed on the attached Inventory Sheet (“retail price”) without the Artist’s prior written permission. The Gallery and the Artist agree that **Gallery’s commission is to be thirty-five percent (“35%”)** 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 writing in advance by the Artist and the Gallery. Payment to the Artist of the retail price of the art less the 35% Gallery commission shall be made by the Gallery no more than five (5) business days after conclusion of the Exhibition. The Gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold a work of art by Artist.

6. WARRANTY. The Artist hereby warrants that Artist created the work(s) of art listed on the Inventory Sheet and possesses the unencumbered title to each such work of art, and any accompanying descriptions are true and accurate.

7. RESPONSIBILITY FOR LOSS OR DAMAGE. The Gallery shall be responsible for the safekeeping of all consigned works of art while in its custody for the duration of the consignment or until such time as a Purchaser accepts custody of a work of art that is sold. The Gallery shall be liable to the Artist for the cost of actual loss or damage (except for damage resulting from flaws inherent in the works of art), not to exceed the amount the Artist would have received from the Gallery if the works of art had been sold, and only for said amount, i.e., 65% of the retail price. Gallery shall not be responsible for any consequential damages.

8. FIDUCIARY RESPONSIBILITIES. Title to each of the works of art remains in the Artist until the Gallery has been paid the full amount owing for the work(s) of art sold; title thereafter passes directly to the Purchaser upon acceptance of custody at the conclusion of the Exhibition. All proceeds from the sale of the work(s) of art less the amount of the Gallery's commission shall be held in trust for the Artist.

9. REMOVAL FROM GALLERY. The Gallery shall not lend out, remove from the premises or sell on approval any of the works of art, without first obtaining prior written permission from the Artist.

10. PROMOTION. The Gallery shall use its best efforts to promote the Exhibition that includes the work(s) of art that the Artist listed on the Inventory Sheet(s). The Gallery agrees to provide an adequate display of said work(s), and to undertake other promotional activities in connection with the Exhibition. The Gallery shall identify clearly all exhibited works with the Artist's name, and the Artist's name shall be included on the Bill of Sale of each of the works of art. If the Artist publicly promotes or advertises participation in the Exhibition, Artist will endeavor to inform the Gallery when, where and in what form such promotion appears. Gallery requests Artist to provide a digital image of each work, web-ready and suitable for permitted promotional purposes complying with any incorporated Exhibit Guidelines.

11. REPRODUCTION. The Artist reserves all rights to the reproduction of the works of art except as noted in writing to the contrary. The Gallery may arrange to have the work of art photographed to publicize and promote the work of art, the Exhibition or the Gallery through generally accepted print or online media including, but not limited to, the webpages of the Gallery. Whenever feasible, the Artist shall be acknowledged as the creator and/or the copyright owner of the work of art depicted. The Gallery shall include on each Bill of Sale the following: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist."

12. ACCOUNTING. A copy of the Bill of Sale of any work of art from the attached Inventory Sheet(s) shall be furnished by the Gallery to the Artist. When requested by Gallery, the Artist will submit a signed W-9 for the current year. The Gallery will collect and report sales tax for artwork sold under this Agreement.

13. MISCELLANEOUS. This Agreement along with Inventory Sheet(s) and any incorporated Exhibit Guidelines represent the entire agreement between the Artist and the Gallery. When unanticipated circumstances warrant, Gallery may cancel or suspend the Exhibition with timely notice to Artist and without liability for any consequential damages.

Inventory Sheets and Amendments to this Agreement must be signed by both the Artist (or Artist's authorized representative) and the Gallery and attached to this Agreement. Both parties must initial any deletions made on this Agreement or Inventory Sheet and any additional provisions written on it. Any written consent, notice, standards, permission or designation called for by this Agreement can be provided by email using addresses recited herein.

This Agreement shall be governed by the law of the State of Maine.

Date:

Date:

Signature of Artist or Authorized Representative

Signature of MAG Authorized Representative

Printed Name

Printed Name of MAG Authorized Representative
info@maineartgallerywiscasset.org