

VENDOR/ARTIST-GALLERY CONTRACT  
WITH RECORD OF CONSIGNMENT

303 Water St.  
West Bend, WI 53095  
414-333-1942  
Info@GalleryOfWisconsinArt.com

The Gallery of Wisconsin Art, LLC (GOWA) hereinafter referred to as the "Gallery", and

\_\_\_\_\_

VENDOR/ARTIST hereinafter referred to as the "Vendor", located at

\_\_\_\_\_

STREET ADDRESS	CITY	STATE	ZIP
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\_\_\_\_\_

PHONE	EMAIL	URL
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hereby enter into the following Agreement:

1. **WARRANTY.** Vendor hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.
2. **SCOPE OF AGENCY.** Vendor appoints the Gallery to act as Vendor's non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Vendor shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.
3. **CONSIGNMENT.** Vendor hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in §19. Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Vendor. Vendor retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Vendor to the purchaser.
4. **DURATION OF CONSIGNMENT.** Vendor and Gallery agree that the initial term of consignment for Artworks is to start on \_\_\_\_\_ and end on \_\_\_\_\_, and that Vendor does not intend to request their return before the end of this term. Thereafter, consignment may continue until Vendor requests the return of any or all the unsold Artworks, or Gallery requests that Vendor takes back any or all of the unsold Artworks, and with this request, the other party shall comply promptly within 30 days. Unless agreed, any unconsigned artwork left beyond 30 days may be subject to a monthly storage fee. Any artworks left beyond one year will be considered abandoned, and will be sold/disposed of at Gallery discretion.
5. **TRANSPORTATION.** Packing and shipping, insurance, handling expenses, and risk of loss or damage incurred in the delivery of Artworks to or from Gallery, shall be the responsibility of the Vendor. Artworks are expected to be delivered to Gallery during the gallery working days and hours. The return of Artworks from Gallery to Vendor shall be at the cost and responsibility of the Vendor.
6. **PROMOTION BY GALLERY.** Gallery shall make reasonable and good faith efforts to promote the sale of shows, artists and Artworks and undertake promotional activities on Vendor's behalf. Promotional options *may* include any or all forms of media including postings on Gallery website, social media sites, emails, eblasts, newsletters, press releases, direct mailings, printed posters, gallery advertisements, show catalogue, and other listings and postings, etc.

7. PROMOTION BY VENDOR. On his/her own expense, Vendor may wish to contribute to a promotional campaign during the exhibition of his/her Artworks by, enlightening the opening reception by his/her presence, printing own catalogue, self-promotion through their own social network, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the duration of the exhibition shall be the property of the party that paid for the expenses.
8. COPYRIGHT. Gallery shall clearly identify all Artworks with Artist's name, and Vendor's name shall be included on the bill of sale of each of the Artworks. Vendor reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery may arrange to have Artworks photographed to publicize and promote Vendor and/or Gallery. Photography is permitted by the public in the Gallery.
9. PRICING. Although it is a non-exclusive contract, Vendor's suggested retail price is expected to be consistent with other artworks outside the Gallery. Gallery shall sell the works at the retail prices shown on the Submission Form. Retail sales price for each consigned artwork will be established by GALLERY in consultation with VENDOR. Factors influencing retail sales price include history of prior sales by VENDOR, market demand, and GALLERY knowledge of its inventory, Buyers and price-points. VENDOR agrees to abide by GALLERY decision regarding price-setting. Any change in the retail price must be agreed to in advance by Vendor and Gallery.
10. COMMISSIONS. Gallery and Vendor agree that the Gallery's commission is to be 50% of the retail price of each work sold. Vendor agrees to not participate in conversation, or negotiate any direct sales to avoid Gallery commissions on Gallery consignments. Vendor and Gallery must agree to any change in Gallery's commission in advance.
11. SALE. All Gallery sales are in US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale. Gallery will not provide identification of the purchaser per applicable privacy laws and respect for anonymity.
12. TERMS OF PAYMENT. Gallery shall pay Vendor all proceeds due to the Vendor within thirty days of sale. If GALLERY accepts installment payment sales, VENDOR agrees to accept partial payments as received by GALLERY. Artwork will not be released by GALLERY to Buyer until full payment is received. If artwork is released to Buyer before full payment is satisfied, GALLERY agrees to pay VENDOR full percentage of commission owed. Payment will be made via check in US dollars and sent via USPS unless otherwise agreed.
13. ACCOUNTING. Along with each payment, Gallery shall furnish Vendor with a copy of bill of sale(s), indicating name of Artist, title of Artwork, date of sale, and sale price. Vendor must complete W-9 Request for Taxpayer Identification Number and Certification form. Vendor will receive 1099 Tax form for annual sales over \$600.
14. REMOVAL FROM GALLERY. Gallery shall not lend out or remove from the premises any of Artwork without first obtaining permission from Vendor. There is no Gallery return policy on Artworks sold to the customers of Gallery. Gallery may, only with Vendor's approval (initial if approved \_\_\_\_\_), allow potential buyer to take and view art in their home on temporary loan – for purpose of purchase - for up to one week maximum.
15. LOSS OR DAMAGE. Gallery shall be responsible for the safekeeping of consigned Artworks while in its custody. Artwork is handled with care and expertise and with all safety measures possible. Gallery insures consigned artwork for fire, theft, and vandalism. Reasonable efforts will be made to protect consigned artwork from accidental damage or breakage, however, Insurance liability for accidental damage or breakage is not provided by the GALLERY. Any imperfections in Artwork should be noted in § 20.
16. TERMINATION OF CONTRACT. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Gallery or Vendor, by means of notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold

Artworks shall be released. In the event of Vendor's death, the estate of the Vendor shall have the right to terminate the Agreement. Vendor's emergency contact:\_\_\_\_\_.

17. ARBITRATION. This Agreement shall be governed by the laws of the State of Wisconsin. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.

18. MODIFICATIONS. This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

19. RECORD OF CONSIGNMENT. Vendor certifies that all Artworks listed below will be available for exhibition and sale at the Gallery during the term specified in § 4 and § 5 of this Agreement. Vendor shall have the right to inventory his/her Artworks on Gallery premises and request records pertaining to sales of his/her Artworks.

Date in	Media	Name of Piece	Approx. Size (h x w)	Artist's Price	Retail Price (Artist price x 2)	RTA/Sold (leave blank - office use only)
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____	_____	_____

20. CONDITION. Artwork is assumed to be presented without questionable imperfection – except as detailed below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below.

\_\_\_\_\_  
SIGNATURE OF VENDOR

\_\_\_\_\_  
DATE OF CONTRACT

\_\_\_\_\_  
SIGNATURE OF GOWA Representative

\_\_\_\_\_  
PRINTED NAME OF GOWA Representative

If you wish to discuss the contract further, or find any misprints in the description of your Artworks, please contact the gallery promptly. Otherwise, please sign two copies of the contract, keep one copy for your records, and send one copy back to Gallery, so we can initiate the arrangements for your exhibition. If Gallery does not hear from you during two weeks following the date of the offer, the above offer shall be considered to have expired.