

# ABC Gallery, LLC Exhibition Agreement

This Agreement (the "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Artist") and ABC Gallery, LLC ("ABC") located at 505 Dayton Road, St. Louis, Missouri 63101.

Whereas ABC, curates exhibitions and for the purpose of sales prospecting and selling works of art; and artist desires to exhibit, sell and/or lease works of art they have created the parties agree as follows:

1. **Commissionable Representation.** The artist appoints ABC to act as artist's sole commissioned sales partner for the artworks submitted while this Agreement is in effect. Commissionable services include; exhibition coordination, marketing promotions, access to our web sales platform, sales prospecting, invoicing and accounts receivable management.

Parties shall not permit the artwork to be used for any other purposes without the written consent of the other party.

2. **Consignment of Inventory.** Artist agrees to provide and consign artwork agreed by the parties for exhibition as outlined in the sample appendix.

3. **Pricing and Commissions.** ABC and exhibitor shall promote the artworks at the mutually agreed list price agreed to by ABC and the Artist. Pricing is established based on Artist normally established pricing. Artist pricing may not be adjusted or "marked up" to cover commissions. Parties must mutually agree to a change to the list price or the commission in advance. If shipping is required it will be paid for by the client, unless otherwise agreed. Parties agree that ABC sales commission have been established as follows:

- a. Sales commissions are established at fifty (50%) percent.
- b. Exhibitor receives the benefit of a rotating art collection on display and therefore is exempt from commissions

4. **Discounts.** ABC and the Artist can mutually agree to discount the artwork for less than the established list price.

5. **Payment.** ABC agrees to pay the artist within thirty days of client payment received for sold artwork. If payment is made directly to an artist, the commission to be paid before artist possession of the work.

6. **Accounting.** The artist shall have the right to inventory his or her artworks and to request to inspect records pertaining to sales of the artwork during the time period of this agreement. ABC reserves the same of artists accounting records. Sales tax will be allocated as applicable by State Law and type of sale.

7. **Non-solicitation, Side Agreements, Custom Commissions Sales.** Artist agrees they will not contact the client or a potential buyer for the purpose of selling artwork directly in violation of this agreement. Artists found in violation of this agreement, ABC reserves the right to retain inventory in ABC possession until such time commissions are paid in full.

8. **Ownership.** Artwork ownership shall remain with the Artist until purchased or otherwise in violation of commission payments as outlined in this agreement.

9. **Warranty.** The Artist hereby warrants that they created and possesses unencumbered ownership to the artworks, and that descriptions are true and accurate.

10. **Loss or Damage.** ABC will be responsible for artwork in our possession during transport or installation by ABC and/or held directly at ABC. ABC shall not be liable and held harmless for loss or damage to any Artist consigned artwork at an offsite exhibition.

11. **Transportation and installation and removal of Artwork.** Packing and shipping charges, insurance cost, installation, removal and handling are at the expense of the Artist.

*a) Additional Provisions. If anyone other than the Artist is to pick up works of art, written authorization from the artist must be presented by the person picking up the works. All responsibility for the safe transfer of the works remain with the Artist. ABC is available to assist artists in delivery, installation and removal of artwork. Standard ABC service fees and rates apply.*

12. **Promotion.** ABC shall use its best efforts to promote, display and sell Artworks. ABC shall clearly identify the Artist's name with all Artworks sold.

13. **Reproduction and Copyright.** The Artist reserves all copyrights for the reproduction of the Artworks except as noted in writing to the contrary. ABC may arrange or ask artists to have the artworks photographed to publicize and promote. The Artist will permit use of photos for promotional, website, social media and in the sales process during the term of this agreement.

14. **Duration and Termination** The Artist and ABC agree that the term of this agreement is for ninety (90) days from executed agreement date, and that the Artist will not ask for return of the artwork prior unless mutually agreed in writing. Thereafter, this Agreement shall renew an additional thirty days (30) days until written notification of termination from either party to the other. Commissions remain payable for sales prospects established by ABC or the artist for thirty (30) days post agreement.

The Agreement shall automatically terminate with the death of the Artist or if ABC becomes bankrupt or insolvent.

The Artist shall make arrangements and pick-up artwork from the exhibition location within five (5) business days after termination of this Agreement. All pending commissions due to ABC are to be paid prior to pick artworks will be held in ABC possession.

If Artist is unable to remove and pick up during this time period they can make arrangements with ABC to utilize our install/removal services starting at \$35/hour and additional storage fees shall apply. Ownership of the artwork shall pass directly to the ABC if artwork is not picked-up by the artist on the established pick up date or service fees are unpaid.

15. **Display.** All artworks submitted shall adhere to the requirements of ABC and exhibition venue. ABC and exhibiting venue maintains majority and final decisional control over the items on display, placement, lighting and labeling of the Artwork. Artists are required to install artwork, unless otherwise outlined. Artwork for hanging shall be appropriate and approved for the exhibition hanging or display system. Outside of reasonable and customary nail holes and painting, artists will be held liable and responsible for any damage occurred in the installation, hang or artwork exhibition removal process.
16. **Quality of Artworks.** ABC works with a variety of artists from emerging to professionals. Our partnerships are established with artists that agree to work with high quality, materials and service standards, represent their work with quality and relevant value, demonstrate personal and work integrity and credentials. Therefore, the following general guidelines are established.
  - a. Artist representatives agree to represent high quality work and the integrity of their personal/professional brand and representation/brand of ABC.
  - b. Parties have mutual interest, respect and a collaborative partnership working together for the purpose of this agreement, artwork exhibition, sales prospecting and the sale of artwork.
  - c. Parties mutually agree to partner respectfully and follow exhibition venue guidelines for displays, branding and facilities utilization, material and resources.
  - d. Works shall be coated or protected with best efforts to prevent soil and or damage.
  - e. Canvas must be of professional grade. Thin hobby store canvas must be framed or approved in advance of installation by ABC.
  - f. Framing must be professional and/or of superior quality with no rough edges or defective joints or materials.
  - g. All cards or artwork on paper shall be in cellophane sleeves, cardboard backed to prevent soil and/or damage.
  - h. Unframed works are submitted all edges shall be gallery wrapped and

completed utilizing the medium used to create the work.

- i. Wood and metals should be smooth from splintering.
- j. Display and hang materials must be of standard and care for stability, protection and hang quality of the artwork.

18. **Removal from Exhibition.** Artworks shall not be lent out, removed from the premises, leased without permission of the Artist.

19. **Additional Obligations.** Artists are asked to inventory sign, number or name all Artwork in the location of their choice. Artists shall provide ABC with a form or certificate of authenticity and/or registration, upon request. Artists are asked to participate at opening exhibitions, promote exhibitions and provide an Artist statement and a biography.

20. **Miscellaneous.** This Agreement represents the entire Agreement between the Artist and ABC. 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. All modifications, deletions or additions to this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto. 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.

21. **Governing Law.** This Agreement shall be governed by and in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below.

Exhibition Venue: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Removal Date: \_\_\_\_\_

\_\_\_\_\_  
Artist, Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ABC, Authorized Signature

\_\_\_\_\_  
Date

## APPENDIX A: SAMPLE LIST OF INVENTORY ON CONSIGNMENT

Exhibition Venue:

Artist Name and Contact Information:

Date of Delivery:

Planned Date of Removal:

Inventory Sheet to include: Title, Medium, Size, Description, Year  
Created, List Price

1.

2.

3.

4.

5.

6.

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8.

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Artist Signature

Date

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ABC/Venue Representative Signature

Date