



White Rabbit Galleries | 571 W. Tuscarawas Avenue | Barberton, OH 44203  
[whiterabbitgalleries.org](http://whiterabbitgalleries.org)

## ARTIST-GALLERY CONTRACT WITH RECORD OF CONSIGNMENT

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DATE OF CONTRACT

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NAME

hereinafter referred to as the "Artist", located at

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ADDRESS

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PHONE, EMAIL

and White Rabbit Galleries hereinafter referred to as the "Gallery", hereby enter into the following Agreement:

1. **WARRANTY.** Artist hereby warrants that he/she created and possesses unencumbered title to the consigned works of art (hereinafter referred to as "Artworks"), and that their descriptions are true and accurate.
2. **SCOPE OF AGENCY.** Artist appoints the Gallery to act as Artist's non-exclusive agent for the exhibition and sales of Artworks. Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.
3. **CONSIGNMENT.** Artist hereby consigns to Gallery the Artworks listed below. Gallery shall not permit Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of Artworks. In the event of the purchase of Artwork the ownership shall pass directly from Artist to the purchaser.

Artwork Title #1)

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Artwork Title #2)

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Artwork Title #3)

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In the event Artist is exhibiting more than three works of art, Artist will email Executive Creative Director, Molly Brown, image list with name, title, medium, and pricing information -- Contact: [mbrown@whiterabbitgalleries.org](mailto:mbrown@whiterabbitgalleries.org)

4. DURATION OF CONSIGNMENT. Artist and Gallery agree that the initial term of consignment for Artworks is to start on \_\_\_\_\_ and end on \_\_\_\_\_, and that Artist does not intend to request their return before the end of this term. Thereafter, consignment may continue until Artist requests the return of any or all of the unsold Artworks, or Gallery requests that Artist takes back any or all of the unsold Artworks, with which request the other party shall comply promptly.

5. DELIVERY, INSTALLATION AND DE-INSTALLATION. Delivery and pick-up, and risk of loss or damage incurred in the delivery of Artworks to Gallery, shall be the responsibility of the Artist. Artworks are to be delivered to Gallery during the arranged time of drop-off. Artist may be asked to assist with installation and de-installation of work. Return of Artworks from Gallery to Artist shall be the responsibility of the Artist. Art that is not picked up within 60 days of show closing is considered abandoned and becomes the property of White Rabbit Galleries with the Artist forfeiting their right of First Sale. Ownership of Artwork is transferred to White Rabbit Galleries for \$0.00.

6. COPYRIGHT. Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. Photographing is permitted to the public in Gallery.

7. PRICING. Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices provided by artist. Artist and Gallery must agree to any change in the retail price in advance.

8. 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. Purchasers shall place a non-refundable deposit on any Artwork they wish to purchase from the show. Any outstanding balance

must be paid within 30 days of the show's closing before the buyer can claim purchased Artwork. Should the buyer fail to complete the sale and take possession of the Artwork, the Gallery shall retain 30% of the deposit as its commission with the balance going to the artist, who shall retain ownership of the Artwork. Artworks that have been fully paid for but not claimed within 60 days of the close of the show shall be considered abandoned and will be returned to the artist along with the portion of the sale price due. It shall then become the Artist's responsibility to deliver the Artwork to the purchaser.

9. COMMISSIONS. Gallery and Artist agree that the Gallery's commission is to be 30% of the retail price of each work sold. Artist and Gallery must agree to any change in Gallery's commission in advance. Artists agree to honor the 30% White Rabbit Galleries commission on sales made up to three months after the exhibition closing if the purchase was initiated through showing at White Rabbit Galleries. These sales and any negotiations on pricing with a potential purchaser should be made through White Rabbit Galleries.

10. TERMS OF PAYMENT. Gallery shall pay Artist all proceeds upon completion of exhibition.

11. ACCOUNTING. Along with each payment, Gallery shall furnish Artist with a copy of the bill of sale, indicating name of Artist, title of Artwork sold, date of sale, and sale price. Gallery may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks on Gallery premises and request records pertaining to sales of his/her Artworks.

12. REMOVAL FROM GALLERY. Gallery shall not lend out or remove from the premises any of Artworks without first obtaining permission from Artist. There is no return policy during this show on artworks sold to the customers of Gallery.

13. LOSS OR DAMAGE. Although the Gallery does have a security system in place, Artists are encouraged to insure their own artwork. While all artwork will be handled with the utmost of care, Gallery will not be liable and waives all responsibility for the submitted work.

14. ARBITRATION. The laws of the State of Ohio shall govern this Agreement. 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.

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

16. RECORD OF CONSIGNMENT. Artist certifies that all Artworks listed on attached description sheet will be available for exhibition and sale at the Gallery during the term specified in § 3 and § 4 of this Agreement. Gallery has the right to either accept or reject artwork for exhibition.

17. DISCRETION. The Executive Creative Director of White Rabbit Galleries oversee installation design and decisions and have authority to make final decision on matters pertaining to.

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

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SIGNATURE OF ARTIST

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DATE OF CONTRACT

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SIGNATURE OF WHITE RABBIT GALLERIES REPRESENTATIVE

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PRINTED NAME OF WHITE RABBIT GALLERIES REPRESENTATIVE

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DATE ARTWORK DROPPED OFF

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DATE ARTWORK PICKED UP

**WHITE RABBIT GALLERIES**