

SAMPLE FOR INFORMATIONAL PURPOSES ONLY
PLEASE CONSULT YOUR ATTORNEY

Artist - Venue Consignment Agreement

The Artist (name, address, and telephone number): _____

and the Venue (name, address, and telephone number): _____

hereby enter into the following Agreement.

1. **Consignment.** The Artist hereby consigns to the Venue, and the Venue accepts, those Artworks listed on the attached Inventory Sheet which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree.
2. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
3. **Duration.** The Artist and the Venue agree that the initial term of display for the Artworks is to be _____ (weeks), and that the Artist does not intend to request 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 Venue requests that the Artist take back any or all of the Artworks, with which request the other party shall comply promptly.
4. **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 Venue, and in their return to the Artist, shall be the responsibility of the Artist.
5. **Removal from Venue.** The Venue shall not lend out, remove from the premises, or sell any of the Artworks, without first obtaining written permission from the Artist.
6. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Venue may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.
7. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Venue or the Artist, by means of 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 to the Venue.
8. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and Venue and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

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9. **Miscellany.** This Agreement represents the entire agreement between the Artist and the Venue. 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 Venue, whether by operation of law or otherwise, without the prior written consent of the Artist.

10. **Choice of Law.** This Agreement shall be governed by the State of _____.

(Signature of Artist)

(Signature of authorized representative of the Venue)

Date

Date

