



# Creative Chateau Artist-Gallery Contract

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AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between \_\_\_\_\_ (hereinafter referred to as the "Artist"), located at \_\_\_\_\_ and The Creative Chateau (hereinafter referred to as the "Gallery"), located at 1432 County Road 1575, Ashland, Ohio 44805.

WHEREAS, the Artist is a professional artist of good standing; and

WHEREAS, the Artist wishes to have certain artworks represented by the Gallery, and

WHEREAS, the Gallery wishes to represent the Artist under the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties agree as follows:

- 1. Scope of Agency.** The Artist appoints the Gallery to act as Artist's **non-exclusive** agent in the Ashland area: for the exhibition and sales of artworks in the following media: \_\_\_\_\_. This agency shall cover only artwork completed by the Artist while this Agreement is in force. The Gallery shall document receipt of all works consigned hereunder by signing and returning to the Artist a Record of Consignment in the form annexed to this contract as Appendix A.
- 2. Term and Termination.** This agreement shall have a term of **1 year** and may be terminated by either party giving 30 days written notice to the other party. The Agreement shall automatically terminate with the death of the Artist, the death or termination of Terri Meyer with the Gallery, or if the Gallery becomes insolvent. On termination, all works consigned hereunder shall immediately be returned to the Artist.
- 3. Gallery Costs & Commissions.** Membership dues are \$35 each month, payable on the first of each month and considered late after the 8<sup>th</sup> of each month, after which point a \$10 late fee will be assessed. The Gallery shall receive a commission of **30%** of the retail price of each work sold. In case of discount sales, the discount shall be deducted from the Gallery's commission. Work done on a commission basis by the Artist as a result of promotion of the Artist within the Gallery shall be considered studio sales on which the Gallery may be entitled to a commission of 15%.
- 4. Prices.** The Gallery shall sell the works at the retail prices shown on the record of Consignment.
- 5. Payments.** The Gallery shall pay the Artist proceeds due to the Artist within 10 days following the end of the month.
- 6. Accounting.** The Gallery shall furnish the Artist with an accounting every month with sales transactions and payment amounts. If no sales are made, then a statement will not be generated. The sales transaction will include the item sold and the artist price. In addition an accounting will be provided in the event of termination of this Agreement.

7. **Inspection of Books.** The Gallery shall maintain accurate books and documentation with respect to all transactions entered into for the artist. On the Artist written request, the Gallery will permit the Artist or Artist authorized representative to examine these books and documentation during normal business hours of the Gallery.
8. **Loss or Damage.** The Gallery shall be responsible for safekeeping of all consigned artworks. The Gallery shall be strictly liable for loss or damage to any consigned artwork from the date of delivery to the Gallery until it is returned to a purchaser or Artist. In the event of loss or damage that cannot be restored, the artist shall receive full compensation as if it were sold.
9. **Insurance.** The Gallery shall insure the work for 100% of the retail price shown in the Record of Consignment.
10. **Promotions.** The gallery reserves the right to use images of the artists work for promotion, internet sales and marketing purposes.
11. **Assignment.** This agreement shall not be assignable by either party, provided, however, that the Artist shall have the right to assign money due him or her.
12. **Modifications.** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between parties hereto.

**Solo Exhibition (optional)**

The Gallery shall provide solo exhibition for the Artist at his or her request in the exhibition space located in the upper Gallery Room which shall be exclusively devoted to the Artist's exhibition for a specified time period. The Artist shall have artistic control over the exhibition of his or her work and the quality of reproduction of such work for promotional or advertising purposes. The expenses of the exhibition shall be paid for in the respective percentages shown below:

<b>Exhibition Expenses</b>	<b>Artist</b>	<b>Gallery</b>
Advertising.....	_____	_____
Photographing Work.....	_____	_____
Party for Opening (food, wine, paper products).....	_____	_____
Printing of Postcards and other material.....	_____	_____
Other expenses _____	_____	_____

No expense which is to be shared shall be incurred by either party without the prior written consent of the other party as to the amount of the expense. After the exhibition, photographs and other tangible property created in the course of the exhibition shall be the property of \_\_\_\_\_.

13. **Governing Law.** This agreement shall be governed by the laws of the State of Ohio. IN WITNESS WHEREOF, the parties hereto have signed this Agreement as the date first set forth above.

Artist \_\_\_\_\_ Gallery \_\_\_\_\_

Printed Name: \_\_\_\_\_ By: Terri Meyer, Creative Chateau

Telephone Number: \_\_\_\_\_