

# CONSIGNMENT AGREEMENT

ARTIST:

**THE GALLERY:** Era Contemporary t/a Jessica Libor  
4832 Smick Street  
Philadelphia, PA 19127  
610-389-0083  
[eracontemporary@gmail.com](mailto:eracontemporary@gmail.com)

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the parties enter into this Agreement:

**1. Consignment.** The **Artist** appoints the **Gallery** as an agent for certain works of art ("the **Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale. The **Artworks** are listed on the attached **Inventory Sheet** which is a part of this **Agreement**. The **Artist** warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate. **Gallery** shall use its best efforts to promote the sale of the **Artworks**. **Gallery** shall identify all **Artworks** with the **Artist's** name, and the **Artist's** name shall be included on the bill of sale of each of the **Artworks**.

**2. Duration of Consignment.** The initial term of consignment for the **Artworks** is to be for "Fire and Ice" December 1—January 10, at several pop-up locations with a home base at The Mill Studios, Studio 307, 123 Leverington Avenue, Philadelphia, PA, but that the **Artist** may request return of the **Artworks** before the end of this term. Thereafter, consignment shall continue until the **Artist** requests the return of any or all of the **Artworks**. If the consignment is only for a specific show or **Artist** requests return of the **Artworks**, **Artist** must immediately remove the **Artworks** from the **Gallery** or the show at its own cost and risk. Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either the **Gallery** or the **Artist**, by giving a ten (10) day written notification of termination from either party to the other party.

**3. Transportation Responsibilities and Risk of Loss.** Packing, delivery, removal, shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from the **Artist** to and from the **Gallery**, and while for sale at the show or location of the sale, are the sole responsibility of the **Artist**. Title to each of the **Artworks** remains in the **Artist** until the **Artist** has been paid the amount owing for the **Artworks**; title then passes directly to the purchaser, except that the **Artist** reserves all rights of reproduction, sales of reproductions in various forms and all copyrights in the Work, and any incidental works made in the creation of the **Artworks**. Copyright notice in the name of the **Artist** may appear on the **Artwork**, and the **Artist** shall also receive authorship credit in connection with the **Artworks** or any reproductions of the **Artworks**.

**4. Pricing; Gallery's Commission; Sales Tax; Terms of Payment.** The **Artworks** shall be sold at the Price specified on the **Inventory Sheet**, unless (a) the **Artist** otherwise agrees, and/or (b) the **Gallery** shall have the right at its discretion to offer up to a \_\_\_\_\_ discount (10% if not otherwise noted) from the listed price if the **Artist** is unavailable to contact to agree upon such a discount at the time of a potential sale. The **Gallery** shall be entitled to a commission of 30% of the actual bill of sales price for the **Artwork**, not

including the sales tax. **Gallery** shall charge all sales taxes and all sales taxes will be added to the bill of sale. Shipping costs related to the sale of art is the responsibility of the **Artist** or purchaser. The **Gallery** shall remit to the **Artist** that portion of the ultimate sales price less the commission or other expenses that are due the **Gallery**. The **Gallery** shall report and pay the sales tax collected. **Artist** is fully responsible for all other taxes. Payment to the Artist shall be made by the **Gallery** within 10 days of the sale. .

**5. Miscellaneous.** Artist allows that the gallery is able to use the image of their artwork, person and name in marketing efforts in order to promote the show and the gallery. This **Agreement** represents the entire agreement between the **Artist** and **Gallery**. 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 without the prior written consent of the parties. This **Agreement** shall be governed by the law of the Commonwealth of Pennsylvania.

\_\_\_\_\_  
(Artist)

\_\_\_\_\_  
(Gallery)

### Consignment Agreement Artworks Inventory List

Title	Medium	Dimensions/Framed or Unframed by Artist	Artist's Requested Price
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Artist's Signature \_\_\_\_\_ Date \_\_\_\_\_

Gallery Owner \_\_\_\_\_ Date \_\_\_\_\_