



The Four Chapter Gallery is a collaboration between Christ Community Church and The Culture House.

For more information about Christ Community Church, visit: christcommunitykc.org

For more information about The Culture House, visit: culturehouse.com

ARTIST AGREEMENT

THE ARTIST:

Name:

Address:

Telephone:

Email:

and

THE GALLERY:

Gallery

1708 Baltimore

Kansas City, MO 64108

fourchapter.gallery

913.685.1161 x2404

Representative(s): Tyler Chernesky; Jeremiah Enna; Leigh Ann Dull

Contact: tylerc@christcommunitykc.org; jeremiah@culturehouse.com; ldtulips@gmail.com

...hereby enter into the following Agreement:

1. Agency; Purposes. The Artist appoints The Gallery as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition and sale. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.

This agreement applies only to works consigned under this Agreement and does not make the Gallery a general agent for any other works.

2. **Exclusive Representation.** The Artist hereby appoints The Gallery as their sole representation throughout "specific area" to sell or otherwise make available for acquisition to the public, the Artist's Artworks.

3. **Consignment.** The Artist hereby consigns to The Gallery, and The Gallery accepts on consignment, 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 to the consignment of other works of art. All Inventory Sheets shall be signed by Artist and Gallery.

4. **Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.

5. **Duration of Consignment.** The Artist and The Gallery agree that the initial term of consignment for the Artworks is to be from _____ to _____ and that the Artist does not intend to request their 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 Gallery requests that the Artist take back any or all of the Artworks with which request the other party shall comply within 3 business days.

6. **Transportation Responsibilities.** All 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 Gallery are the responsibility of the Artist. The Artist agrees to have all Artworks removed from the The Gallery, and to return any materials borrowed from The Gallery for the installation of such, by the time agreed upon with The Gallery.

7. **Responsibility for Loss or Damage, Insurance Coverage.** The Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. The Gallery shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks), to the full amount the Artist would have received from The Gallery if the Artworks had been sold. The Gallery shall provide the Artist with all relevant information about its insurance coverage for the Artworks if the Artist requests this information.

8. **Fiduciary Responsibilities.** Title to each of the Artworks remains with the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for the Artist. The Gallery shall pay all amounts due the Artist, less the agreed upon percentage of commission to The Gallery.

9. **Notice of Consignment.** The Gallery shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

10. **Removal from Gallery.** The Gallery shall not lend out or remove from the premises any of the Artworks without first obtaining written permission from the Artist.

11. **Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that the Gallery's commission is to be 30% of the Retail Price of the Artwork. Any change in the Retail Price, or in the Gallery's commission, must be agreed to in advance by the Artist and the Gallery.

12. **Promotion.** The Gallery shall use its best efforts to promote the sale of the Artworks. The Gallery agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist's behalf. The Gallery shall identify clearly 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. The Gallery and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in The Gallery's exhibitions and other promotional activities undertaken on the Artist's behalf.

13. **Reproduction.** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. The Gallery shall include on the bill of sale of any Artwork the following legend: "

14. **Accounting.** A statement of accounts for all sales of the Artworks shall be furnished by The Gallery to the Artist on the 15th of each month, with the payment of all commissions due. The Artist shall have the right to inventory his or her Artworks in the gallery and to inspect any books and records pertaining to sales of the Artworks.

15. **Termination of Agreement.** Notwithstanding any other provision (See Page (3) of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist, by giving a written notification of termination from either party to the other.

16. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

17. **Waiver.** This Agreement represents the entire agreement between the Artist and The 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, nor shall it inure to the benefit of the successors of The Gallery, whether by operation of law or otherwise, without the prior written consent of the Artist. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

20. **Choice of Law.** This Agreement shall be governed by the law of the State of Missouri.

Length of Contract

From _____ To _____

Consented and agreed to: Artist

Artists

Signature _____ Date _____

Consented and agreed to: The Gallery at Christ Community Church

Gallery Representative

Signature _____ Date _____

