

# Artist – Gallery Contract

**AGREEMENT** entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between

\_\_\_\_\_ (hereinafter referred to as the “Artist”), and

Perquimans Arts League Gallery (hereinafter referred to as “the Gallery”), located at Hall of Fame Square, Church Street, Hertford, NC.

**WHEREAS**, the Artist is a professional/amateur 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,  
**WHEREFORE**, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. **Scope of Agency.** The Artist appoints the Gallery to act as the Artist’s nonexclusive gallery in the following geographic area: Hertford, North Carolina, for the exhibition and sales of artworks in the following media:

\_\_\_\_\_

2. **Terms and Termination.** This Agreement shall have a term of \_\_\_\_\_ and may be terminated by either party by giving six days written notice to the other party. The Agreement shall automatically terminate: with the death of the Artist, if the Gallery moves outside the area of Hertford, North Carolina, or if the Gallery becomes bankrupt or insolvent. On termination, all works consigned hereunder shall immediately be returned to the Artist.

3. **Prices.** The Gallery shall sell the works at the retail prices shown on the Record of Consignment.

4. **Commissions.** The Gallery shall receive a commission of 30% of the retail price of each work sold. If the Artist volunteers a minimum of 6 hours per month of service for the Perquimans Arts League during the period the Artist’s work is exhibited, the Gallery shall receive a reduced commission of 20% of the retail price of items sold.

5. **Payments.** The Gallery shall pay the Artist all proceeds due to the Artist within forty-five days of sale. No sales on approval or credit shall be made without the Artist’s written consent and. In such cases, the Artist shall be paid within forty-five days of receiving all proceeds due.

6. **Inspection of Books.** The Gallery shall maintain accurate books and documentation with respect to all transactions entered into for the Artist. On the Artist’s written request, the Gallery will permit the Artist or the Artist’s authorized representative to examine these books and documentation during normal business hours of the Gallery.

7. **Loss or Damage.** Due care shall be given by the Gallery for the safekeeping of all consigned artworks, but neither the Gallery, the volunteer staff, nor Perquimans Arts League, Inc. shall be held liable for damage to or loss of any consigned artwork.

8. **Display Time.** Work shall be consigned to the Arts League for display and sale for a period of 90 days. We encourage artists to rotate their work at this time. The artist is responsible for picking up any unsold work at the end of that period of time. Should the artist fail to pick up work after notification by the Arts League, the work will be removed from display and stored until retrieved by the artist. After one year, the items left will become the property of PAL and will be disposed of at the League’s discretion.

9. **Modifications.** All modifications of the Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the date first set forth above.

ARTIST: \_\_\_\_\_ GALLERY: PERQUIMANS ARTS LEAGUE, INC.