



Artist Agreement

This Agreement is made effective the _____ day of _____, 20__ by and between Think Jackson, LLC d/b/a The Orange Peacock Gallery ("Gallery"), 120 West Michigan, Jackson, Michigan 49201 and _____ ("Artist"), whose address is _____.

RECITALS

- A. Gallery owns and operates an art gallery at the address set forth above at which it markets and sells artwork placed with it by artists on consignment.
- B. Artist creates original pieces/works of art that he/she desires to place with Gallery for marketing and sale on consignment.

AGREEMENT

For and in consideration of the mutual promises of the parties set forth below, and good and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Consignment of Artwork by Artist. During the term of this Agreement, Artist may place his/her original artwork with Gallery for marketing and sale; provided, Gallery shall have sole discretion to accept or reject Artist's artwork at any time and for any reason. Title to the goods consigned to Gallery shall remain titled in Artist at all times until the goods are sold, at which time title shall pass directly from Artist to the customers.

2. Display, Marketing and Sale by Gallery. Upon acceptance of the artwork by Gallery, it will display it in a location within the art gallery determined in the sole discretion of Gallery.



Artist Agreement

3. Term of Agreement. The term of this Agreement commences on _____ and ends on _____; provided, either party may cancel this Agreement without penalty at any time upon ten (10) days written or emailed notice to the other. Artist shall remove all consigned artwork within ten (10) days following mailing or emailing of the notice of termination.

4. Additional Consigned Artwork. During the term of this Agreement, Artist may place additional artwork with Gallery for sale on consignment, subject to Gallery's right to reject artwork as set forth above. Artist may also remove artwork which has been previously placed with Gallery for consignment sale. Upon placement or removal of artwork, the parties shall execute and deliver to each other a written document evidencing the placement or removal and describing in sufficient detail the artwork placed or removed.

5. Exclusivity. Artist agrees that he/she will not exhibit or display any of Artist's pieces/works within a six (6) block radius of Gallery's location without prior written consent of Gallery.

6. Artist's Responsibilities.

(a) All artwork must be property framed, matted, mounted, or otherwise ready for display. Gallery shall have no responsibility to prepare the piece/work for proper display.

(b) All sculptures, pottery, and art objects other than paintings/photos/hanging pieces, must be on a pedestal or other approved support.

(c) Artist is solely responsible for all shipping expense for shipping to and from the Gallery. The cost of shipping artwork to a customer will be the responsibility of the customer.



Artist Agreement

(d) Artist will provide the Gallery with a photograph of himself/herself and, subject to edit and approval by Gallery, a brief biography.

(e) Artist warrants and represents to Gallery that all artwork consigned under this Agreement is original and does not infringe on any copyrights, trademarks, patents, or other proprietary interests not the property of Artist. Artist shall indemnify, defend (with legal counsel selected by Gallery) and hold Gallery harmless of and from all liability, loss, injury, damages, costs (including reasonable attorneys' fees), arising from or in any way connected with Artist's breach of this warranty and representation.

7. Gallery's Responsibilities.

(a) Gallery will have the right, in its sole discretion, to set and amend the schedule of the days and hours during which it will be open for business.

(b) Gallery will staff the Gallery during all open hours with at least one salesperson.

(c) Gallery will keep the premises locked during all hours it is closed for business.

(d) Gallery will keep Artist's artwork on display during the term of this Agreement, subject to its right to remove as provided elsewhere in this Agreement.

(e) Gallery will market the artwork at a retail price set by Artist, subject to Gallery's right to reject or remove the artwork if, in its sole discretion, Gallery deems the price too high for potential sale.



Artist Agreement

(f) Gallery will deal directly with customers and handle all details of sale, such as issuing receipts, processing credit card sales, arranging shipping, etc.; it will advise and account to Artist of all sales of Artist's work(s); and, pay over on no less than a monthly basis, Artist's portion of the sale proceeds.

8. Consignment Fee. Gallery shall receive a Consignment Fee of thirty percent (30%) of the net proceeds of sale. "Net proceeds" is defined as the gross sales price less any credit card fees incurred by Gallery with respect to the sale, and any other special charges such as shipping and taxes if such charges are agreed upon by artist for the purpose of making the sale. Gallery will deduct and retain the Consignment Fee, with the balance to be paid to Artist no less frequently than monthly. The fee is not payable to Artist until payment is received by Gallery. In no event shall the Gallery be liable to the Artist for payments in connection with declined credit card sales or dishonored checks; nor shall Artist be entitled to any advance or payment from the Gallery upon future potential sales.

9. No Employer-Employee Relationship. The parties agree that all artwork placed with Gallery is on consignment only. Artist shall not be considered an employee for tax purposes and Gallery is directed to not withhold income tax, social security, or unemployment tax from the sale proceeds paid to Artist. Provided, however, all state sales taxes will be collected by Gallery and it will be responsible for filing all reports with, and forwarding of collected sales taxes to, the Michigan Department of Treasury.

10. Customer Charges/Returns: Shipping and delivery fees will be determined by Gallery and charged to customers unless Artist advises that he/she agrees to pay shipping costs. The parties agree that all sales shall be final; provided, if Artist agrees to accept a return, Artist shall, prior to reimbursement to the customer, pay over to Gallery all sale proceeds previously received by Artist, together with all costs incurred by Gallery and a 10% (of the sale price)



Artist Agreement

administrative fee. Upon receipt of such amount, Gallery will accept the return and pay over to the customer the amount paid for the piece/work.

11. Reproduction: There shall be no reproduction of the artwork without the prior written consent of Artist; provided, Gallery may create reproductions solely for promotional purposes, e.g., flyers, mailers, website, etc.

12. Liability and Insurance. Artist understands and agrees that Gallery is not responsible for loss of or damage to the consigned artwork, including by way of example and not limitation, theft, vandalism, fire or smoke damage, flood or water damage, breakage, marring, or the like damage, or breakage of the consigned artwork. Artist also understands and acknowledges that Gallery is not carrying insurance for any loss of or damage to the artwork, and that, if Artist wants the artwork insured, Artist must obtain his/her own insurance.

13. Termination of Agreement: Unless otherwise extended by written agreement of the parties, this Agreement terminates on the date set forth above. Upon termination, Artist shall retrieve all artwork placed with Gallery on consignment within ten (10) days following the termination date. If not retrieved within that period of time, and unless other arrangements are agreed upon by the parties in writing, the artwork shall be deemed abandoned and shall become the sole property of Gallery to dispose of as it wishes. Proceeds of disposition, if any, shall belong solely to Gallery. All costs of retrieval of the artwork shall be borne by Artist.

14. Dispute Resolution: In the event of any dispute between Gallery and Artist, the parties agree that in the event of litigation: (a) jurisdiction and venue lie solely in Jackson County Michigan; and, the prevailing party shall be entitled to recover from the losing party all costs and expenses, including reasonable attorneys' fees.



Artist Agreement

15. Entire Agreement: The Agreement represents the entire agreement between 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 or enforceability of any other part so long as the underlying objective is not materially affected. A waiver of a 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. The laws of the State of Michigan shall govern this Agreement.

The Artist

Print Name: _____

Date: _____

Company Name (if applicable):

Mailing Address:

Phone: _____

Email: _____

Install Date/Time: _____

Checks should be made payable to:

- Artist Name Company Name

The Orange Peacock Gallery

By: _____

Date: _____