**Consignment Agreement**

**Between the undersigned parties**

Name: [name surname]  
*\*(if applicable)* Company name: [insert company name]

Address: [number, street, ZIP, city, country]  
Phone: [+01 234 567 89]

Email: [insert email]  
Website: [insert website]  
*\*(if applicable)* VAT/EORI/Business number: [insert number]

**hereinafter referred to as *the artist*, and**

Name: [name surname]  
*\*(if applicable)* Company name: [insert company name]

Address: [number, street, ZIP, city, country]  
Phone: [+01 234 567 89]

Email: [insert email]  
Website: [insert website]  
*\*(if applicable)* VAT/EORI/Business number: [insert number]

**hereinafter referred to as *the gallery*.**

**(i) Agreement—purpose:**

*\*(if applicable)* On the occasion of the participation of [insert name and surname of the artist] in the exhibition [insert title] at [insert gallery name] in [city, country], the artist and the gallery aim to collaborate on a consignment basis with the following purpose:

The artist agrees to offer and provide the gallery artworks—in property belonging to the artist—as mentioned in *(ii) Checklist* for sale on a consignment basis. The gallery acts as an intermediary, as the artist remains the sole owner of the selected works. The artist understands the gallery does not promise any particular outcome from its sales efforts.

The gallery does not charge the artist any commission for representation or exposure. All income is generated by qualifying sales of artwork produced by the artist and sold by the gallery as discussed in *(iii) Terms of Sale* for the duration discussed in *(iv) Duration & Termination*.

**(ii) Checklist:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Image | Title | Year | Medium/surface | Dimensions | Retail price (incl. VAT) |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |
|  | [insert title] | [year] | [medium, surface, material, form] | [height x width x depth in cm/in] | [price in $/€/£] |

**(iii) Terms of Sale:**

The artist will receive 50% of the retail price, excluding taxes.

The gallery will only sell the listed artworks as mentioned in *(ii) Checklist*, with the exception of a discount of up to 10% without prior permission of the artist to help sales. Discounts are evenly borne by the artist and gallery, splitting the retail price minus 10% equally, maintaining the 50-50 sales distribution, resulting in a 45% share of the initial retail price for both the artist and the gallery. Discounts above 10% require the artist’s prior permission.

The gallery is fully responsible for the client contact, invoicing the client, and shipping the artwork to the collector. Shipping costs after the sale to move the artwork to its new owner are at the gallery's expense or charged to the collector by the gallery. These transportation costs cannot be deducted from the 50% share of the retail price for the artist in any way or form. Furthermore, the gallery is responsible for the artworks as mentioned in *(v) Liability & Insurance.* Additional transportation costs are settled as in *(vi) Transportation & Storage*.

At the end of the exhibition, the artist invoices the gallery in a single invoice for its share of 50% of the sum of the retail prices of all sold works—or 45% of the retail price in case of a 10% discount as mentioned in our second term of sale. The gallery must complete payment within 30 days after receiving the invoice of the artist to the following bank account:

Name: [insert name and surname of the artist]

IBAN: [insert bank account number]

*\*(if applicable)* SWIFT-code: [insert code]

Address: [number, street, ZIP, city, country]

Bank name: [insert bank name]

*\*(if applicable)* [number, street, ZIP, city, country]

*\*(if applicable)* Bank SWIFT-code [insert code]

If the gallery has not been paid yet by a client, the artwork and thus the 50% share of the artwork for the artist are not included yet in the invoice. The artist will draft an additional invoice after the gallery has completed the sale and received payment to settle late sales.

The artist will only sell the consigned artworks as listed in *(ii) Checklist* through the gallery for the entire duration of the agreement as mentioned in *(iv) Duration & Termination* and is not allowed to make direct sales, surpassing the gallery, selling through their studio, online, or in any way or form, when being contacted directly by a collector.

No further costs are being charged by the gallery to the artist and vice versa. The artist is responsible for the production costs of the artworks to provide the artwork to the gallery—such as art supplies, accommodation, \*packaging, \*frames, et cetera—and the gallery is responsible for the production costs of the exhibition—such as rent, painting the walls, promotion materials, PR services, food and drinks during the opening, \*frames, et cetera—unless agreed otherwise—\*for instance in the case of cost-intensive artistic productions, exhibition-specific installations, murals, *extra muros* artworks, et cetera.

**(iv) Duration & Termination:**

This agreement starts on the day it is signed and lasts for a “lending period” of \*3/6/12 months—\*meaning the terms of sale are still valid after the exhibition for the entire duration of the lending period. During this period, the gallery is responsible for the artworks and to return the artworks to the artist at the end of the collaboration as mentioned in *(v) Liability & Insurance* and *(vi) Transportation & Storage—*unless agreed otherwise.

If the artist and gallery aim to revisit their partnership, either party can terminate the agreement via registered mail or writing with a 30-day notice. The gallery commits to returning the artwork within 30/60 days after receiving the registered letter. If the gallery terminates the contract, the gallery is responsible for the transportation costs to return the artworks to the artist as stated in *(vi) Transportation & Storage*. However, if the artist terminates the contract, the artist becomes responsible for retrieving the artwork at their own expense.

*\*(if applicable)* In case the consignment agreement starts on a different date than the written and signed approval of this document, the agreement will start on the following date: [insert date: day, month, year].

**(v) Liability & Insurance:**

The gallery assumes full responsibility for the safekeeping of the artworks consigned by the artist, understanding that the artist retains complete ownership of the artworks listed in *(ii) Checklist* throughout the consignment period as stated in *(iv) Duration & Termination*.

The gallery shall procure and maintain appropriate insurance coverage to protect against loss, theft, or damage to the artwork while they are in its possession. In the event of loss or damage to any artwork, the gallery shall be liable to compensate the artist for 50% of the retail price of the affected artwork. Such compensation shall be within 30 days upon the occurrence of any loss or damage as the artist will invoice the gallery as discussed similarly in *(iii) Terms of Sale*.

**(vi) Transportation & Storage:**

*\*(if applicable)* Option 1 (for less established/emerging artists):

The artist is responsible for the storage, packing, and shipping of the artworks listed in *(ii) Checklist* prior to the exhibition or start of the consignment agreement. The artist commits to completing the transportation of the artworks from the studio or storage to the gallery within the agreed timeframe. The shipping costs from the artist’s studio to the gallery are at the artist's expense.

The storage, packing, and shipping, during and after the exhibition and throughout the consignment agreement, are at the gallery's expense. In case the consignment agreement comes to an end, the gallery is responsible for covering the shipping costs to return the artworks to the artist or the storage of the artist—unless the agreement was terminated by the artist as discussed in *(iv) Duration & Termination*. As discussed in *(iii) Terms of Sale*, the shipping costs as a direct result of a sale to move the artwork to its new owner are at the gallery's expense or charged to the collector by the gallery. These transportation costs cannot be deducted from the 50% share of the retail price for the artist in any way or form.

All further costs in terms of transportation, accommodation, living facilities, and expenses—meaning if the artist aims to visit the gallery, including hotels, restaurants, train or flight tickets, fuel, and other transportation-related costs—are at the expense of the artist cannot be invoiced or charged in any way or form to the gallery.

*\*(if applicable)* Option 2 (for emerging/mid-career artists):

The artist is responsible for the storage and packing of the artworks listed in *(ii) Checklist* prior to the exhibition. The artist commits to preparing and packing the artworks within the agreed timeframe.

The shipping costs from the artist’s studio to the gallery are at the expense of the gallery. The storage, packing, and shipping, during and after the exhibition or throughout the consignment agreement, are at the expense of the gallery. In case the consignment agreement comes to an end, the gallery is responsible for covering the shipping costs to return the artworks to the artist or to the storage of the artist—unless the agreement was terminated by the artist as discussed in *(iv) Duration & Termination*. As discussed in *(iii) Terms of Sale*, the shipping costs as a direct result of a sale to move the artwork to its new owner are at the expense of the gallery or charged to the collector by the gallery. These transportation costs cannot be deducted from the 50% share of the retail price for the artist in any way or form.

All further costs in terms of transportation, accommodation, living facilities, and expenses—meaning if the artist aims to visit the gallery, including hotels, restaurants, train or flight tickets, fuel, and other transportation-related costs—are at the expense of the artist cannot be invoiced or charged in any way or form to the gallery.

*\*(if applicable)* Option 3 (for mid-career/established artists):

The artist is responsible for the storage and packing of the artworks listed in *(ii) Checklist* prior to the exhibition. The artist commits to preparing and packing the artworks within the agreed timeframe.

The shipping costs from the artist’s studio to the gallery are at the expense of the gallery. The storage, packing, and shipping, during and after the exhibition or throughout the consignment agreement, are at the expense of the gallery. In case the consignment agreement comes to an end, the gallery is responsible for covering the shipping costs to return the artworks to the artist or to the storage of the artist—unless the agreement was terminated by the artist as discussed in *(iv) Duration & Termination*. As discussed in *(iii) Terms of Sale*, the shipping costs as a direct result of a sale to move the artwork to its new owner are at the expense of the gallery or charged to the collector by the gallery. These transportation costs cannot be deducted from the 50% share of the retail price for the artist in any way or form.

All further costs in terms of transportation, accommodation, living facilities, and expenses—meaning if the artist aims to visit the gallery, including hotels, restaurants, train or flight tickets, fuel, and other transportation-related costs—are at the expense of the gallery. The hotel will be booked in communication with the gallery and the artist commits to saving all the tickets of any expenses and including them in their invoice to be compensated by the gallery.

**(vii) Copyright & Fair Use:**

All artworks and images of the artworks remain the exclusive and intellectual property of the artist and are protected under international copyright laws. Any form of duplication, processing, distribution, reproduction, or utilization beyond the scope of promotional activities by the gallery—such as web publishing, posters, flyers, catalog publishing, et cetera—requires prior permission from the artist.

The artist commits to providing the gallery with high-resolution images of the consigned artworks listed in *(ii) Checklist*, complying with established standards of quality, resolution, and measurements necessary for their optimal utilization in the aforementioned media—e.g., 72dpi for web publishing, 300dpi for print, image files are delivered in JPG or PNG. When sharing the images delivered by the artist, the artist should always be credited as: Courtesy [insert gallery name] and [name and surname of the artist].

The artist retains the full and unaltered copyright and intellectual property rights of the artworks, including all associated images, even after the sale.

**(viii) Ownership & Agreement Validity:**

This agreement pertains exclusively to the consigned artworks. The artist hereby affirms that they are the creator, the legal owner, and possess all proprietary rights associated with the works listed in *(ii) Checklist*. The artist affirms they hold the right to appoint the gallery as their authorized agent and dealer for the sale of the artworks. The ownership of the artworks shall remain with the artist, and in case of a sale, the title of ownership shall be transferred directly from the artist to the buyer upon payment.

The gallery is entrusted with holding the proceeds from the sale for the artist’s artworks. The artist shall not be susceptible to claims by any creditors of the gallery. In the event of the gallery’s insolvency, the artist shall retain the rights of a secured party. Additionally, in the unfortunate circumstance of the artist’s demise or the gallery’s insolvency, this agreement shall automatically terminate. This agreement supersedes any prior agreements between the undersigned parties. If any portion of this agreement is determined to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

**(ix) Additional Agreements & Remarks:**

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**Date:**

***The artist The gallery***

*(Signature) (Signature)*