



Exhibiting Artist Contract

This **Agreement** is made on _____ (date), by and between _____ (the “**Artist**”) and the beachKraft Gallery of Olney (the “**Gallery**”), located at 18200 Georgia Ave. Unit O+N, Olney, MD 20832. The artworks exhibited at any time pursuant to this Agreement are hereinafter collectively referred to as the “**Works**” or “**Work**” and refers specifically to those artworks listed on the attached Inventory of Works (“**Inventory**”). “**the Customer**” refers to the buyer of artwork on display.

1. Term and Termination. The term for the exhibition of the Works under this Agreement shall begin when the Work is delivered to the Gallery as specified below. Either party may terminate this Agreement upon seven (7) days advance written notice. At the end of the exhibition, the Artist shall remove the Works from the space at a time approved by The Gallery.

_____ A. Two Month Exhibition. These Works will be displayed on the walls or other display areas while open to the public and during Gallery events for the duration of this exhibit. The placement of the Works and scheduling of events shall be at the sole discretion of the Gallery. The Works shall be delivered from the Artist to the Gallery on _____ (date) and displayed thereafter until _____ (date). The Gallery or The Artist may end the exhibit at any time, but is required to notify both members of this Agreement in writing seven (7) days prior advanced notice.

1. Exhibition. The Gallery shall provide exhibition for individual sale of the Works listed on the Inventory. The Artist shall provide an inventory preview that shall include a description and agreed upon “Retail Price” for each Work listed to be in this exhibit. Additional works may be incorporated into this agreement; at such time both parties must add new Works to the Inventory list and reconfirm with new signatures for each additional work.

1. **Delivery.**

Delivery **to The Gallery**, including packing, shipping and insurance, as well as loss or damage during transit shall be the responsibility of the Artist.

If sold, delivery **to The Customer** from The Gallery, including packing, shipping and insurance, as well as loss or damage during transit shall be the responsibility of the Customer.

Unsold Artwork, delivered back to the Artist, including packaging, shipping and insurance, as well as loss or damage in transit shall be the responsibility of the Artist.

The Artist agrees to Hold Harmless and release The Gallery, its owners, employees, and representatives from any liability for loss of or damage to artwork or other property while it is in the Gallery's possession. The Artist acknowledges that all artwork is exhibited at the Artist's own risk, except where prohibited by applicable law.

1. **Inventory and Accounting.**

This is our inventory accounting and intake form taken from the inventory list provided by the Artist. The inventory accounting and intake form shall list each work exhibited as well as notations of any existing damage, the date it was sold, name and contact of the Customer, which will also include any discounts or price changes after creation of this contract as well as a final accounting to the amount due to the Gallery and the Artist. Final accounting shall be provided with payment within thirty (30) days.

1. **Prices and Commissions.** The Gallery shall receive a commission at **40 percent** of the agreed retail price for each Work sold. The Gallery is responsible for collecting all funds for Works sold and paying the balance (60 percent) to the Artist. The Artist shall not collect funds from customer for Work sold. Where discount sales are approved by both the Artist and the Gallery, the discount shall be treated as a reduction in the retail price, and the Gallery's commission shall be computed on the new discounted price. Discounts must be agreed upon and approved by both Artist and Gallery and must be changed in the inventory list with new signatures prior to any work being sold at the new discounted price.
1. **Payments.** The Gallery shall pay the Artist commissions due within thirty (30) days of the end date of the exhibition term as outlined in section 1A.

Artist's preferred method of payment for sold Works:

☐ Check (payable to) _____ ☐ Zelle _____
(phone #)
☐ Venmo _____ (phone #)

1. **Warranty.** Artist hereby warrants that the Artist possesses sole unencumbered title to the Works, that the Works are original and do not infringe upon the work of any other person and that their descriptions are true and accurate. This warranty will survive termination of this Agreement and the Artist agrees to hold the Gallery harmless against any cost resulting from a breach of this warranty. Furthermore, the Artist warrants to the Gallery that the Artist shall not, during the term of this Agreement, grant sale, ownership, rental or other transfer of the work through other venues or sales channels without rendering 40 percent of the retail price as outlined in the Inventory as commission to the Gallery for works listed in the attached inventory list.

1. **Responsibility for Loss or Damage.** Insurance of Work is solely the responsibility of the Artist. Gallery shall not be responsible for losses which occur while Work is in transit to or from the Gallery including but not limited to indirect, incidental or consequential damages. The Artist agrees to hold harmless and release The Gallery from liability for any damage to or loss of artwork occurring while it is in the Gallery's possession. For Work valued above \$2,000.00, Artist shall provide proof of insurance against risk of loss or damage and Artist waives all rights of subrogation against the Gallery, its employees, agents, and insurers for damages to the Work to the extent that such damages are covered by the Artist's insurance.

1. **Security Interest.** The Artist has title to and security interest in any Works exhibited or proceeds of sale under this Agreement. Title to all Works shall directly pass from the Artist to the purchasing Customer.

1. **Assignment.** This Agreement shall not be assignable by either party.

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

1. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland.

In Witness whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Artist:

Printed Name _____ Phone # _____

Signature _____ Date: _____

Gallery _____ Date: _____