

# ARTIST/GALLERY CONSIGNMENT AGREEMENT

# CONCLAVE

The artist

hereafter called 'The Artist'

and the gallery

**CONCLAVE BRIGHTON LTD, 9 QUEENS ROAD, BRIGHTON, BN1 3WA**

hereafter called 'The Gallery',

hereby enter into the following consignment agreement:

**The Artist** appoints **The Gallery** as sole agent for the works of art ("the Artworks") consigned under this agreement, for the purposes of exhibition and sale. The Artworks are listed in the attached, dated and signed Consignment Agreement Artworks list (Appendix 1). A new Artworks list can be appended at any time if mutually agreed by both parties, with those subsequent consignments being made under the overriding principles of this agreement document..

1. The Artworks must be sold at the prices stated for each artwork in the attached list (Appendix 1). The sales price is agreed upon by both **The Artist** and **The Gallery**, and the sales price must not be changed without the written consent of The Artist.
2. **The Artist** shall give **The Gallery** the right to reproduce and publish photos of the works free of charge in publications, magazines, internet, media etc. in connection with promotion of sales and exhibitions. Neither **The Gallery** or **The Artist** will reproduce the Artworks in any medium for the purposes of sales of a reproduction excluded from a consignment (or other contract) agreement between both parties.
3. **The Gallery** may display the Artworks in whichever way it deems appropriate, and does not guarantee minimum exhibition times on wall space or other preferential display options, but will guarantee that all unsold Artworks are available for viewing and sale during all gallery operating hours.
4. **The Gallery** shall be responsible for the safekeeping of the artworks and for insuring them against loss and damage until the consignment agreement is terminated, or ownership is transferred through a completed sale.
5. **The Gallery** shall be entitled to a commission of 50% of the agreed sales price (including VAT), as per the Artworks list (Appendix 1). The costs incurred by **The Gallery** (including VAT liability) shall be covered by the commission unless special arrangements have been agreed by both parties.
6. A statement of all completed sales of artworks within a calendar month shall be provided by **The Gallery** to **The Artist** no later than 5 working days into the following calendar month. Sales revenue due (less commission) shall be paid to the artist no later than 5 working days after the statement of sales. Payments will be made by the method prescribed in Appendix 2. No credit sales shall be offered by **The Gallery**. All Internet and distance sales are not be deemed to be complete until 30 calendar days after a customer order is placed.
7. **The Artist** shall remain the owner of the individual artworks until they are sold by **The Gallery**.
8. **The Artist** confirms they are the creator of the Artworks, that the Artworks infringe no third-party copyrights, and that they possess the unencumbered title rights to the Artworks, and that the descriptions given in the artworks list are true and accurate.
9. Where **The Artist** has not granted exclusive sale rights to **The Gallery** for the full edition of any Artworks, they agree to not sell the other issues in that edition through any other channels (including - but not limited to - online, other physical-space galleries, exhibitions, art fairs, etc) at a sale price lower than that noted within Appendix 1 (or a subsequent pre-agreed price change notified to **The Gallery**)
10. **The Artist** cannot get back the consigned works before the expiry of the agreement (or completion of two months' notice period to end the consignment of specific Artworks) without the consent of **The Gallery**. For the duration of the consignment period **The Artist** shall be committed to settle any commission fees due with **The Gallery**, with regard to sale of the artworks listed in the attached artworks list - irrespective of where the sale takes place.
11. This agreement shall be valid from the date of signing up to the consignment end date noted in Appendix 1. The agreement may be terminated by either party upon two months' written notice. After the termination of the agreements, unsold works shall be returned to **The Artist** by mutually agreed collection time from **The Gallery** as soon as possible and no later than 1 calendar month following the termination date. Partial termination prior to the consignment end date (i.e. of particular listed artworks) is permissible under a separate co-signed document

This agreement has been made in duplicate and exchanged between parties.

For The Artist:

Name (print)  
(Legal/Formal name)

Signed:

Dated:

For The Gallery:

Name (print)

SUKEY BOOTH

Signed:

Position:

GALLERY DIRECTOR

Dated: