



LEMON STREET GALLERY CONSIGNMENT AGREEMENT

It is hereby agreed between Lemon Street Gallery, (herein called "the Gallery,") and

Artist Member Name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Email _____

that the Gallery shall exhibit and sell the Artist Member's work under the following conditions:

- 1) Lemon Street Gallery is an Artist's collective gallery. Therefore, Artists are Members of the Gallery. The term of commitment is one full year, and Artist members agree to pay dues for that term regardless of the payment plan they choose. This Agreement can renew automatically if not terminated by either party. However Annual renewal is not always automatic, as Artist's Membership may be subject to annual review by the Gallery and Gallery has the sole discretion to refuse to renew any Agreement.
- 2) No work will be accepted or exhibited unless membership dues are current. Past due membership fees will be withheld from any and all payouts due the member.
- 3) Member agrees to volunteer a minimum of 10 hours annually, or buy out at \$10/hour.
- 4) All artwork hereby consigned for exhibition and sale through the Gallery is itemized, described, and priced at retail on a separate Inventory Sheet. The Artist Member warrants such works to be free of inherent vice, to be his/her own original creations, and to be the unencumbered property of the Artist Member. Artist Members retain ownership and all legal rights pertaining to their artwork unless, and until, it has been purchased.
- 5) Artwork must remain on exhibit at contracted venues for a period of three (3) months unless it has been sold. After 3 months, all unsold work will be exchanged for new/different work. Artist Members may consign a previously exhibited piece only after a period of six (6) months has elapsed per contracted venue.
- 6) The Gallery will pay the artist 80% of the retail price of any item sold. The Gallery will collect and pay the sales tax. Payments to the Artist Member are made in the first week of the month following the sale.
- 7) Delivery to and from the Gallery shall be the responsibility of the Artist. Artist Members are expected to be aware of exhibit installation dates, and deliver their work to the gallery prior to that time. All work that has been taken down from an exhibit, or that which has been determined unsuitable for exhibit, must be picked up within 2 weeks. Work will only be released to the Artist Member him or herself, or to another who bears a written, dated, and signed letter from the Artist Member, unless prior arrangements have been made to allow a third party to receive the work.
- 8) The Gallery shall insure all pieces that are on exhibit at a contracted venue against loss and damage in the amount equal to the Artist Member's portion of the retail sales price. Proof of value may be required prior to satisfaction of any claim. Picture glass and damage caused by improper framing or wiring, or inadequate supports is not covered by insurance.
- 9) For advertising and other promotional purposes, Artist Member's work may be photographed or reproduced without compensation to the Artist.
- 10) The Gallery does not have exhibition exclusivity rights for Artist Member's work.
- 11) The sale of any Artwork that is currently on exhibit in a contracted venue must go through the Gallery, with appropriate commissions applied.
- 12) Termination of Agreement. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Gallery or the Artist Member, by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist Member shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled. Arrangements to pick up all unsold artwork shall be made within 30 days. The Gallery is not required to refund any membership dues upon termination of this Agreement.
- 13) This Agreement represents the entire agreement between the Artist Member and Lemon Street Gallery. It may be amended by written instrument signed by both parties.
- 14) Choice of Law. This Agreement shall be governed by the laws of the State of Wisconsin.

Artist Member

Date

Lemon Street Gallery Representative

Date