



## Art Exhibition Agreement

The Artist (name, address and telephone number)

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The Gallery (name, address and telephone number)

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hereby enter into the following Agreement:

1. *Agency; Purposes.* The Artist appoints the Gallery for the purposes of exhibition only. The Gallery shall not permit the Artworks to be used for any other purpose without the written consent of the Artist.
2. *Exhibition.* The Gallery accepts for exhibition only, those Artworks listed on the attached Inventory Sheet which is part of this Agreement. All Inventory Sheets shall be signed by Artist and Gallery.
3. *Warranty.* The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. *Duration of Exhibition.* The Artist and the Gallery agree that the initial term of the exhibition for the Artworks is to be \_\_\_\_\_, and that the Artist does not intend to request their return before the end of this term. Thereafter, exhibition shall continue until the Artist requests the return of any or all of the Artworks or the Gallery requests that the Artist take back any or all of the Artworks with which request the other party shall comply promptly.
5. *Transportation Responsibilities.* Packing, transportation of and handling expenses and risk of loss or damage incurred in the delivery of Artworks from the Artist to the Gallery, and in their return to the Artist, shall be the responsibility of the Artist.
6. *Responsibility for Loss or Damage.* The Gallery shall be responsible for the safekeeping of all Artworks while they are in its custody. Additionally, the Artist is responsible for insuring Artwork.
7. *Fiduciary Responsibilities.* Title to each of the Artworks remains in the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for the Artist and no proceeds of sales are to be made to creditors of the Gallery.
8. *Removal from Gallery.* The Gallery shall not tend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.

9. *Reproduction.* The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. As noted above, all rights to reproduction of the work(s) of art identified herein are retained by the Artist.

10. *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, 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 shall have the right to terminate this Agreement. Within thirty days of the notification of termination, all unsold Artworks shall be returned by the Gallery.

11. *Procedures for Modification.* Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.

12. *Miscellany.* This Agreement represents the entire agreement between the Artist and the 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 and enforceability of any other part. A waiver of any 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 hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the Gallery, whether by operation of law or otherwise, without the prior written consent of the Artist.

13. *Choice of Law.* This Agreement shall be governed by the law of the State of New Hampshire

\_\_\_\_\_

(Signature of Artist)

\_\_\_\_\_

Date

\_\_\_\_\_

(Signature of authorized representative of the Gallery)

\_\_\_\_\_

Date

## Standard Artwork Inventory Sheet

Please note the following: Title, Medium, Size, Price, Framed or Unframed

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
(Signature of Artist)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of authorized representative of the Gallery)

\_\_\_\_\_  
Date