



DEGALLERY

**Artist-Gallery Contract Agreement**

- Date of the Agreement (include day, month and year): \_\_\_\_\_
- This agreement is between \_\_\_\_\_ (the Artist or the Artist's parent if the Artist is under 18 years old) and *DEGALLERY Corporation* (the Gallery)
- AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, between \_\_\_\_\_ (hereinafter referred to as the "Artist"), located at \_\_\_\_\_, and *DEGALLERY Corporation* (hereinafter referred to as the "Gallery"), located at *Bryan, Texas* with respect to artistic representation as stated in this agreement

**CONTACT INFORMATION AND PARTY TO THE AGREEMENT:**

A. NAME OF ARTIST: \_\_\_\_\_

B. Mailing address for artist:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Email address for artist: \_\_\_\_\_

D. Phone number: \_\_\_\_\_

E. In case of emergency contact:

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

**II. DESCRIPTION OF EXHIBIT:**

A. Title of the Exhibit: \_\_\_\_\_

**III. DATES FOR EXHIBITION: \***

A, Deadline for art delivery: \_\_\_\_\_

B, Dates for exhibition:

C. Dates for artist to pick up artwork by appointment: \_\_\_\_\_

D. Date of Opening Reception. \_\_\_\_\_

#### IV. ADDITIONAL TERMS OF THE AGREEMENT:

##### SCOPE OF THE GALLERY

- The Artist appoints Gallery to act as the artist's nonexclusive agent for the exhibition and sales of artworks in the following media: in the gallery's main location, off-site exhibits and online.
- The Gallery shall document receipt of all works consigned hereunder by signing and returning to the Artist a Record of Consignment in the form annexed to this contract as Appendix A.

Initialed by \_\_\_\_\_ The Artist (or parent) and \_\_\_\_\_ Gallery.

##### TERMS AND TERMINATION

This agreement shall last for a term of 3 month.

- This agreement will be terminated by either party giving sixty days' written notice to the other party.
- This Agreement shall automatically terminate with the death of the Artist; the death or employment of the Gallery dealer (Dary Penionzhkevich Dega) elsewhere; if the Gallery moves outside the area of Brazos Valley, Texas; or the Gallery becomes bankrupt or insolvent.
- On termination, artworks consigned shall immediately be returned to the Artist (or estate) at the expense of the Artist.
- Degallery request that any artwork displayed for sale in the upcoming show be priced the same as if offered for sale through the artist's studio, website, or art platform for the duration of the show, and for 30 days after the show closes.
- If a collector contacts you to purchase a piece on display in the show, please refer them to Degallery. Additionally, if a piece is sold within 30 days of the show closing, Degallery request that you collect and pay the commissions (40%: 20% for Degallery and 20% for VAS BCS) as if the piece had been sold during the exhibition.
- All works sold and unsold must remain in the show until the closing date. Any works removed early will result in the artist being banned from any future shows.

Initialed by \_\_\_\_\_ The Artist (or parent) and \_\_\_\_\_ Gallery

##### EXHIBITIONS

- The Gallery will display the artworks of the Artist for at least 1 month, and may keep displaying some of the art works for a longer period of time, at the discretion of the Gallery.
- The Gallery is responsible for photographing of the artworks for online sales, advertising and catalogs.
- The Gallery retains ownership of frames, low resolution photographs of the artwork for online advertising, and any other tangible property after the exhibition except for the artworks themselves.
- No shared expenses should be incurred by either party until there is prior written consent of the other party as to the amount of the expense.

Initialed by \_\_\_\_\_ The Artist (or parent) and \_\_\_\_\_ Gallery.

## COMMISSIONS, PRICES, AND PAYMENTS

- Commission percentage of the retail price of each artwork retained by the Gallery after the sale and receipt of payment of each work is 40% for Degallery + VAS BCS.
- Gallery agrees to sell the Artist's works at the retail prices shown on the Record of Consignment, subject to the Gallery's right to make customary trade discounts to select purchasers and under special conditions (such as sale of multiple artworks to a single purchaser or sale to a museum purchaser).
- The Gallery is allowed to use any discount that it considers favorable. However, under no circumstances the Artist can be paid less than the minimum amount per artwork that was mutually agreed upon and documented in the Record of Consignment.
- The Gallery shall pay the Artist all proceeds due to the Artist within thirty days of sale.
- Initialed by \_\_\_\_\_ The Artist (or parent) and \_\_\_\_\_ Gallery.

## INSURANCE, LOSS, OR DAMAGE

The Gallery does NOT provide insurance coverage for works exhibited in the The Gallery while on the premises for exhibition. Coverage shall be the responsibility of the artists or owners of the exhibited artworks.

Initialed by \_\_\_\_\_ The Artist (or parent) and \_\_\_\_\_ Gallery.

## COPYRIGHT AND SECURITY INTEREST

- The Gallery shall take all steps necessary to ensure that the Artist's copyright of the consigned works is protected, including but not limited to requiring copyright notices on all reproductions of the works used for any purpose whatsoever.
- Title to and a security interest in any works consigned or proceeds of sale under this Agreement are reserved to the Artist.
- In the event of any default by the Gallery, the Artist shall have all the right of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Gallery's creditors.
- The Gallery agrees to execute and deliver to the Artist, in the form requested by the Artist, a financial statement and such other documents that the Artist may require to perfect its security interest in the works.

Initialed by \_\_\_\_\_ The Artist (or parent) and \_\_\_\_\_ Gallery.

Signatures:

Signed by \_\_\_\_\_ The Artist (or parent) and \_\_\_\_\_ Gallery

On \_\_\_\_\_ (date)