



Instructions for Consignment Contract And Inventory Sheet

1. Please read the 3 page Consignment Contract and 1 page Inventory Sheet.
2. Note the 7 red arrows where you read or add important information, initial, sign or date.

Checklist for your convenience:

- ☐ **Red Arrow 1** – Name & Contact Information
- ☐ **Red Arrow 2** – Duration: Fill-in “thru February 2006”
(or enter earlier date if preferred)
- ☐ **Red Arrow 3** – Loss or Damage – Please Read & Initial.
- ☐ **Red Arrow 4** – Pricing – Contact us for the percentage.

Note: This information is available to artists only by email or in person at the store.
You can leave this blank and it will be filled in at time of your delivery.

- ☐ **Red Arrow 5** – Sign & Date Consignment Contract.
- ☐ **Red Arrow 6** – Enter Inventory & Prices.
- ☐ **Red Arrow 7** – Sign & Date Inventory Sheet.

3. Enter the specifics for your Artwork on the Inventory Sheet.
Please include the Retail (Selling) Price.


4. Mail or drop off Two Copies of everything to:

Artomat LIC
46-46 Vernon Blvd
Long Island City, NY 11101

A copy signed by an Artomat LIC representative will be provided
Upon your delivery of Artwork.

Note: See website for hours or contact via email to schedule drop-off.
Thank you!

The Standard Art Consignment Agreement

 The Artist (Name) _____ (Email) _____


(Address) _____ (Phone) _____

and the Gallery: Artomat LIC, 46-46 Vernon Blvd, Long Island City, NY 11101
hereby enter into the following Agreement:


1. Agency; Purposes. The Artist appoints the Gallery as agent for the works of art ("the Artworks") consigned under this Agreement, for the purposes of exhibition and sale. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.

2. Consignment. The Artist hereby consigns to the Gallery, and the Gallery accepts on consignment, those Artworks listed on the attached Inventory Sheet (Appendix A) which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. 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 Consignment.** The Artist and the Gallery agree that the initial term of consignment for the Artworks is to be _____, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment 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 and shipping charges, insurance costs, other 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, Insurance Coverage. The Artist has read and understands that the Gallery does not carry property insurance. The Gallery pledges to exercise utmost care for the safekeeping of all consigned Artworks while they are in its custody. However the Gallery shall not be liable to the Artist for their loss or damage of
 any consigned Artworks while they are in its custody. Initial _____

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. The Gallery shall pay all amounts due the Artist before any proceeds of sales can be made available 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. Pricing; Gallery's Commission; Terms of Payment.** The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that the Gallery's commission is to be ___ percent of the Retail Price of the Artwork. Any change in the Retail Price, or in the Gallery's commission, must be agreed to in advance by the Artist and the Gallery. Payment to the Artist shall be made by the Gallery within 30 days after the date of sale of any of the Artworks. The Gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.

10. Promotion. The Gallery shall use its best efforts to promote the sale of the Artworks. The Gallery agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist's behalf, which may include the following:

Signage, Website promotion, Email, Postcards

The Gallery will maintain artistic control of exhibition and other promotional activities undertaken on the Artist's behalf. The Gallery shall identify clearly all Artworks with the Artist's name.

11. 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. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. The Gallery shall include signage in view of the public with the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist."

12. Accounting. A statement of accounts for all sales of the Artworks shall be furnished by the Gallery to the Artist within 30 days of a sale via email or in print upon request.

13. Additional Provisions.

14. 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 the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by the Gallery.

15. *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 onto it.

16. *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.

17. *Choice of Law.* This Agreement shall be governed by the law of the State of New York.



(Signature of Artist)

(Date)

(Signature of authorized representative of the Gallery)

(Date)

Appendix A: Inventory Sheet

This is to acknowledge receipt by Artomat LIC of the following works on consignment:

Title	Description	Retail Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____

_____	_____
(Signature of Artist)	(Date)

_____	_____
(Signature of authorized representative the Gallery)	(Date)