



CONSIGNMENT AGREEMENT

PULSE Gallery

5151 Penn Avenue, Pittsburgh, PA 15224 • (412) 361-0124 • info@pulsepittsburgh.org

ARTIST

Name _____ Phone _____

Address _____

Email _____

This Agreement is made this _____ (day) of _____ (month/year) by and between _____ ("Artist"), and Pittsburgh Urban Leadership Service Experience dba PULSE ("Gallery").

Recitals WHEREFORE, Gallery exhibits and sells artwork; and the Artist has created and owns the artwork listed in Appendix A ("Inventory Sheet") attached to this Agreement (the "Artwork"), and desires to exhibit and sell the same; Therefore, the parties agree as follows:

- Scope of Agency.** Artist appoints the Gallery as agent for the Artwork consigned under this Agreement for the purposes of exhibition and sale. The Gallery shall not use the Artwork for any other purposes without the written consent of the Artist. This Agreement applies only to works listed in the Inventory Sheet and does not make the Gallery a general agent for any other works.
- Consignment.** The Artist hereby consigns to the Gallery, and the Gallery accepts on consignment, those Artwork listed on the attached Inventory Sheet which is incorporated as 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 the Artist and the Gallery.
- Exclusive Representation.** Artist hereby appoints the Gallery as exclusive representative during time of consignment to sell or otherwise make available for acquisition to the public, and warrants the same, the Artwork as listed on the attached Inventory Sheet.
- Warranty.** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artwork, and that their descriptions are true and accurate.
- Duration of Consignment.** Artist and Gallery agree that the initial term of consignment for the Artwork is to start as early as September 6th, 2013, 9:00a.m. EST (installation), to be on display from September 6th, 2013, 5:00p.m. EST through September 6th, 2013, 11:00p.m. EST and that Artist may not request their return before the end of this term, unless agreed to by Gallery.
- Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artwork from the Artist to The Gallery, and in their return to the Artist shall be the responsibility of the Artist.
- Responsibility for Loss or Damage, Insurance Coverage.** The Gallery shall be responsible for the safekeeping of all consigned Artwork while they are in its custody. The Gallery shall be liable to the Artist for their loss, only if the loss is a result of the negligence of the Gallery. The Gallery shall not be liable to the Artist for damage or destruction of the Artwork (except for damage resulting from the negligence of the Gallery), to the full amount the Artist would have received from the Gallery if the Artwork had been sold. The Gallery does not provide insurance coverage for the Artwork.
- 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 Artwork; title then passes directly to the purchaser. All proceeds from the sale of the Artwork shall be held directly by the Artist. Artist is responsible for processing payment.

9. **Removal from Gallery.** The Gallery shall not lend out, remove from the premises, or sell on approval any Artwork not listed on the Inventory Sheet, without first obtaining permission from the Artist. If the Artwork should sell, it will pass directly to the purchaser from the Gallery. All unsold artwork must be removed from Gallery by Artist or its representatives no later than September 6th, 2013, 11:59p.m. EST. The Gallery will no longer be liable for loss or damage of artwork from that date forward.
10. **Pricing; Gallery's Commission; Terms of Payment.** The Retail Price of the artworks is listed on the Inventory Sheet. The Gallery and Artist agree that the Artist shall receive 100 percent of the Retail Price specified on the Inventory Sheet, and that the Gallery will receive the remaining 0 percent or less from the sale of the artwork. Payment to the Artist shall be made directly to the Artist at point of sale. by the Gallery within 30 days of the final day of the exhibit, and will include all commissions due for any/all Artwork sold. The Gallery shall not release any Artwork until complete payment has been made.
11. **Promotion.** The Gallery shall use its best efforts to promote the sale of the Artwork. The Gallery agrees to provide adequate display of the Artwork, and to undertake other promotional activities on the Artist's behalf. Artist shall identify all Artwork with the Artist's name, and the Artist's name shall be included on the bill of sale of each of the Artwork. The Gallery and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in the Gallery's exhibitions and other promotional activities undertaken on the Artist's behalf.
12. **Reproduction.** The Artist reserves all rights to the reproduction of the Artwork except as noted in writing to the contrary. The Gallery may arrange to have Artwork photographed to publicize and promote the Artwork through means to be agreed upon by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. The Gallery shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist."
13. **Accounting.** A statement of accounts for all sales of the Artwork shall be furnished by Artist to the Gallery within 30 days of the final day of the exhibit with the payment of all commissions due.
14. **Additional Provisions:**
 - a. PULSE reserves the right to take down any work that it deems offensive/contrary to PULSE's mission.
 - b. Artist must return all existing PUSLE artwork/office furniture to its existing condition and clean PULSE space immediately following removal from Gallery (cleaning supplies provided)
 - c. Tacts may be used to hang pictures but no nails may be used to hang pictures. Lighting may not be adjusted.
 - d. PULSE reserves the right to have its own promotional material (brochures, postcards, sign-in sheet) at a table in The Gallery along with representatives on-site to answer questions about PULSE.
Gallery Rep's Initials: _____ Artist's Initials: _____
15. **Procedures for Modification.** Amendments to this Agreement must be in writing and 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. This agreement constitutes the entire understanding between the parties hereto.
16. **Miscellaneous.** 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. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.
17. **Choice of Venue.** This Agreement shall be governed by the law of the State of Pennsylvania.

ARTIST Signature / Date

Print Name

PULSE Representative / Date

Title

