

Show Contract for Artist and S & G Project Gallery

• AGREEMENT made as of the _____ day of _____, 20____, between ___artist___ (hereinafter referred to as the "Artist"), and Dennis Santoro, dba S & G Project Gallery (hereinafter referred to as the "Gallery"), with offices at 375 High Street, Rochester MA, with respect to artistic representation as stated in this agreement

SCOPE OF THE GALLERY

- The Artist appoints Gallery to act as the artist's nonexclusive agent for the exhibition and sales of artworks (listed in attachment A) for the duration of the exhibit beginning on ___/___/___ and ending on ___/___/___.
- 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.

Dates Initialed by _____ The Artist
(print name and initial agreement)

and Denn Santoro _____ for S & G Project Gallery.
(initial agreement)

COMMISSIONS, PRICES, AND PAYMENTS

- Commission percentage of 40% of the retail price of each work will be retained by The Gallery after the sale of each work and receipt of payment.
- Sales of work shown in the Gallery or other work by the artist to buyers introduced to the artist by showing in the gallery will result in a Commission percentage of 40% of the retail price of each work during the next 6 months. This will hold whether the payment for work is made through the Gallery or directly to the artist. In such cases whomever receives the payment shall be responsible for all applicable taxes and fees.
- Works sold by credit card will have the price and commission calculated on the basis of the price, minus the card processing fee.
- Commissions for Work received as a result of showing at the Gallery will result in a 35% commission to the Gallery. Commission will be due on artist's receipt of payment for the commission.
- 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 such as businesses, museums and collectors. Any discount shall be from the listed price and commissions will be based on a percentage of the actual sale price.
- Maximum percentage of discount the Gallery is allowed to use: _____% _____(initial)
- The Gallery shall pay the Artist all proceeds due to the Artist within thirty days of sale.

INSURANCE, LOSS, OR DAMAGE

- Packing and shipping expenses and risk of loss incurred in delivery of works of art to the Gallery shall be the responsibility of the Artist. For the return of the remaining works of art to the Artist, at the conclusion of this Agreement the Artist shall be responsible for any charges and risk of loss incurred in return of works to the Artist.
- The Gallery shall be responsible for all reasonable care and safekeeping of all consigned works.
- The Artist should insure their work for any loss or damage. The Gallery shall be strictly liable for loss of or damage to any consigned Artwork from the date of delivery to the Gallery until the work is returned to the Artist or delivered to a Purchaser only if such loss results from a lack of reasonable care and safekeeping.

COPYRIGHT AND SECURITY INTEREST

- The Gallery shall take all steps necessary to insure that the Artist’s copyright of the consigned works is protected.
- The Artist hereby warrants that he/she created all of the works of art listed on Attachment A and that the Artist possesses all legal rights in them.

TERMS AND TERMINATION

- This agreement shall last from the date of work delivery, ____/____/____ through ____/____/____.
- On close of the showing in the Gallery, artworks consigned shall immediately be returned to the Artist (or estate).

Signed by:

The Artist

_____ / ____ / ____
 (print name) (sign) (date)

The Gallery.

____ Dennis Santoro _____ / ____ / ____
 (print name) (sign) (date)