



EASTBANK ART GALLERY

A CO-OPERATIVE OF REGIONAL FINE ARTISTS
8th & RR Center, 401 EAST 8TH STREET, SUITE 116, SIOUX FALLS, SD
PHONE: 605.977.2667 EMAIL: EBAG116@HOTMAIL.COM

CONSIGNMENT AGREEMENT WITH EASTBANK ART GALLERY

You (consignment artist/exhibitor) _____, are entering into an agreement with the EastBank Art Gallery on (date) _____, 20_____.

PURPOSE OF THE CONTRACT

This contract is an agreement between the consignment artist and the gallery corporation to exhibit and sell works of art in the EastBank Art Gallery, Sioux Falls, SD.

OBLIGATIONS OF THE PARTIES

The prospective consignment artist will provide 3 – 5 pieces of original artwork to the gallery managers to be juried. Pending acceptance, an inventory form will be completed and this agreement signed. The consignment artist/exhibitor will provide artwork for display to the gallery. Upon the sale of their work, a 40% commission fee will be retained by the gallery. Individual sales will be totaled once a month, at which time the artist/exhibitor will be reimbursed for the sale of their artwork minus a 40% commission fee on each sale.

Consignment agreements are available in increments of 6 consecutive months or 12 consecutive months. A fee of 30.00 per 6 consecutive months or \$60 per 12 consecutive months will be paid to the gallery by the consignment artist. The consignment artist will specify at the time of payment the beginning and ending month of their agreed consignment participation. There will be no refund of said fee if the consignment artist decides to remove his/her items from the gallery. The gallery reserves the right to adjust this fee at the beginning of each calendar year, at which time the consignment artist may decide whether or not to renew his/her contract in light of the adjusted fee.

The EastBank Art Gallery will provide liability insurance and security for proper display. The gallery will be responsible for displaying the artist/exhibitor's work and will move display areas at its discretion. EastBank Art Gallery reserves the right to limit the number of works of art on display as size and space limitations demands.

REPRESENTATION AND WARRANTIES

- The artist/exhibitor hereby warrants that he/she created and possesses unencumbered title to the works of art on inventory in the gallery and that their descriptions are true and accurate
- EastBank Art Gallery reserves the right to photograph, scan, copy or reproduce any work of art displayed in the gallery for promotional purposes.
- EastBank Art Gallery reserves the right to limit the number of works of art on display as size and space limitations demands.
- The artist/exhibitor reserves the right to remove artwork from the gallery at their discretion after proper documentation with one or more board members.

LIABILITY

The EastBank Art Gallery provides liability insurance to provide compensation to third parties who are injured or whose property is damaged due to the fault of the gallery. The board members and members of the EastBank Art Gallery will take precautions to secure and protect individual pieces of artwork, but they do not insure individual pieces and are not responsible

for losses incurred while the work is being exhibited in the gallery or being used for promotional purposes by the gallery. It is recommended that the artist/exhibitor insure their own artwork.

TERMINATION OF CONTRACT

EastBank Art Gallery reserves the right to terminate this contract at any time.

INDEMNIFICATION

The artist/exhibitor shall indemnify and hold the gallery and its volunteers, directors, officers, shareholders, agents, successors, and assigns harmless from any claim, loss, liability, damage or expense, including reasonable attorney’s fees, arising out of any claim lawsuit, or demand which is inconsistent with any of the warranties and representations of this agreement.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws of the state of South Dakota and any dispute arising under this Agreement shall be resolved solely in the state or federal courts of the state of South Dakota venued in Sioux Falls, South Dakota or the closest federal court in South Dakota, with each party submitting to the jurisdiction and venue of such court.

ASSIGNMENT

The contract granted to the artist/exhibitor is personal and shall not be assigned or otherwise transferred to any other party or individual.

SIGNATURES

Artist/exhibitor: _____

Complete address: _____

Home phone: _____ Work phone: _____

E-mail (please PRINT): _____ Website: _____

Signature: _____ Date: _____

EastBank Art Gallery (signatures of two directors required)

By: _____ Position: _____ Date: _____

By: _____ Position: _____ Date: _____