

Bryan Medical Center Art Gallery Consignment Agreement

Artist _____
Address _____
Phones _____
Email _____
Website _____
SSN _____

and The Gallery
 Bryan Medical Center
 1600 S. 48th St.
 Lincoln NE 68506
 402-481-3032 (Volunteers and Customer Care department)
 website: Bryanhealth.org

now in consideration of the stipulations outlined in this Agreement agree as follows:

1. **PURPOSE.** The Artist appoints Bryan Medical Center as agent for the works of art consigned under this agreement for the purposes of exhibition and sale. This agreement applies only to artworks consigned under this agreement. The Gallery shall not allow the works of art to be used by any other agency or for any other purpose without the written consent of the Artist. Photographs of the art works may be used to publicize and promote the art work with said written consent. In each instance of said use, the Artist shall be acknowledged as the creator and owner of the works of art.

2. **CONSIGNMENT.** The Artist hereby consigns to The Gallery and The Gallery accepts on consignment those works of art as listed on the attached inventory sheet that is part of this Agreement. Additional inventory sheets may be added to this Agreement with the consent of both parties. The Artist and The Gallery shall sign all inventory sheets.

3. **WARRANTY.** The Artist hereby warrants that he/she is the creator of the works of art and possesses unencumbered each piece of art. The Artist further warrants that his/her descriptions of the works of art are true and accurate.

4. **DURATION.** The Artist and The Gallery agree that the term of consignment of the works of art shall be from _____ to _____ and that the Artist does not intend to request the removal of the works of art during that time period without a written agreement between both parties.

5. **RESPONSIBILITY FOR LOSS OR DAMAGE.** The Gallery shall be responsible for securing the art works while they are in its possession. The Gallery is not responsible for damage resulting from flaws inherent in the works of art. The Artist

shall be responsible for the art works before they are delivered to The Gallery, while on display at The Gallery, and after they are picked up.

6. Transportation Responsibility. The Artist will be responsible for delivering and picking up works of art displayed at The Gallery.

7. Commission. The Gallery and the Artist agree that The Gallery's commission is to be 25% of the retail price of the works of art. Payment to the Artist by The Gallery shall be made by The Gallery no later than 30 days following the full completion of sale and payment by the client. The Artist agrees to notify The Gallery of changes of address.

8. Sales Tax. The Artist shall provide a completed copy of the IRS W9 form to The Gallery to be kept on file. If, at the end of the year, the artist sales are \$600 or more, Bryan Medical Center will send the Artist an IRS 1099 form. The Gallery will be responsible for collecting and paying sales tax.

9. Promotion. The Gallery shall make its best efforts to promote the sale of the art works, undertake promotional activities on behalf of the Artist and provide adequate display space for the art works. The Artist shall provide for the purpose of reproduction for promotional uses:

1. Images in a digital format (300 dpi and 4 x6 inches) and image identification information. Images should correspond to the image identification sheet and include the Artist's first name followed by the last name and image number. Do not use spaces in image file names. For example: john_smith_1 OR john.smith.1
2. A current resume less than three pages.
3. A bio less than 300 words.
4. An Artist statement less than 300 words.
5. A photograph of the Artist.

These will be used in promoting and marketing the Artist show.

10. Display. The Gallery and the Artist shall jointly install and take down the exhibit. The dimensions of the display area are 15 feet, 11 inches wide; 60 inches high and six inches deep. The Artist shall not provide works of art that exceed these dimensions.

11. Termination. This Agreement may be terminated at any time by mutual consent of the artist and The Gallery by means of written notice 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 30 days of the notification of termination, all accounts shall be settled and all unsold works of art shall be returned by The Gallery at the expense of the estate.

10. Amendments. Amendments to this agreement must be signed by both Artist and The Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written on it.

11. Choice of Law. This Agreement shall be governed by the law of the state of Nebraska.

The Artist and The Gallery hereby consent to and agree to the terms specified in this document:

Signature of the Artist

_____Date_____

Signature representative of the Bryan Medical Center Art Gallery:

_____Date_____

Inventory List

Artist _____ Date _____

1. Title _____

Medium _____

Dimensions _____ Date _____

Retail price _____

Framed _____ Not framed _____ NA _____

2. Title _____

Medium _____ Date _____

Dimensions _____

Retail price _____

Framed _____ Not framed _____ NA _____

3. Title _____

Medium _____

Dimensions _____ Date _____

Retail price _____

Framed _____ Not framed _____ NA _____

4. Title _____

Medium _____

Dimensions _____ Date _____

Retail price _____

Framed _____ Not framed _____ NA _____

5. Title _____

Medium _____

Dimensions _____ Date _____

Retail price _____

Framed _____ Not framed _____ NA _____

6. Title _____

Medium _____

Dimensions _____ Date _____

Retail price _____

Framed _____ Not framed _____ NA _____

7. Title _____

Medium _____

Dimensions _____ Date _____

Retail price _____
Framed _____ Not framed _____ NA _____

8. Title _____
Medium _____
Dimensions _____ Date _____
Retail price _____
Framed _____ Not framed _____ NA _____

9. Title _____
Medium _____
Dimensions _____ Date _____
Retail price _____
Framed _____ Not framed _____ NA _____

10. Title _____
Medium _____
Dimensions _____ Date _____
Retail price _____
Framed _____ Not framed _____ NA _____

11. Title _____
Medium _____
Dimensions _____ Date _____
Retail price _____
Framed _____ Not framed _____ NA _____

12. Title _____
Medium _____
Dimensions _____ Date _____
Retail price _____
Framed _____ Not framed _____ NA _____

13. Title _____
Medium _____
Dimensions _____ Date _____
Retail price _____
Framed _____ Not framed _____ NA _____

14. Title _____
Medium _____
Dimensions _____ Date _____
Retail price _____
Framed _____ Not framed _____ NA _____

14. Title _____
Medium _____

Dimensions_____Date_____

Retail price_____

Framed_____ Not framed_____ NA_____