

CONSIGNMENT AGREEMENT

Tyler County Fine Art Gallery

Agreement entered into this _____ day of _____, 20____, between

_____ (hereby known as "Art Owner"), residing at

_____ Phone, _____

and Tyler County Fine Art Gallery (hereinafter known as "Gallery"), located at 210 W. Bluff, Woodville, Texas 75979.

Whereas, the Art Owner wishes to have certain artworks resold by the Gallery, and, Whereas, the Gallery wishes to represent the Art Owner under the terms and conditions of this Agreement.

Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

1. **Scope of Agency.** The Art Owner appoints the Gallery to act as an agent in Tyler County for the exhibition and sales of artworks. The Gallery shall document receipt of all works consigned hereunder by signing and returning to the Art Owner a Record of Consignment.

2. **Commissions.** The Gallery shall receive a commission of _____ percent of the retail price of each work sold.

3. **Prices.** The Gallery shall sell the work at the retail prices shown on the Record of Consignment.

4. **Payments.** The Gallery shall pay the contracted Art Owner all proceeds due within thirty (30) days of sale. The proceeds on lay-away sales received by the Gallery shall be paid to the Artist until the Artist has been paid all proceeds due. At any time before sale of works, the Gallery shall return artworks upon contracted owner request.

5. **Accounting.** The Gallery shall furnish the contracted art owner with accounting records for each work sold during the accounting period with the following information: the title of the work, the date of sale, the sale price, the amounts due the Gallery and the Artist and the location of all works consigned to the Gallery that have not been sold. An accounting shall be provided in the event of termination of this Agreement.

6. **Modifications.** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.

7. **Copyright.** The Gallery acknowledges that the artist of said work remains copyright owner of the contracted work.

This Agreement shall be governed by the laws of the State of Texas.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year above set forth.

Gallery Representative/Title

Current Owner of Art