



ARTIST-HGC AGREEMENT

ARTIST:

NAME:

ADDRESS:

CITY, STATE, ZIP:

PHONE:

AND

Hannah Grimes Center

Mary Ann Kristiansen, Executive Director
25 Roxbury St., Suite C
Keene, New Hampshire 03431
603 352 5063

Hereby enter into the following Agreement

1. **Agency; Purposes.** The Artist appoints Hannah Grimes Center as agent for the Artworks consigned under this Agreement, for the purposes of exhibition and sale. HGC shall not permit the Artworks to be used for any other purposes without the written consent of the Artist. This agreement applies only to works consigned under this Agreement and does not make HGC a general agent for any other works.
2. **Consignment.** The Artist hereby consigns to HGC, and HGC accepts on consignment, those Artworks listed on the attached Inventory Sheet which is 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 Artworks. All Inventory Sheets shall be signed by both Artist and HGC.
3. **Authority of Accepted Artist's Works.** Works of art may be accepted for consignment only by the Artist or Mary Ann Kristiansen, HGC's Executive Director, or by any person designated by either of them in writing as authorized to accept works of art hereunder. HGC may reject artworks at its discretion.
4. **Duration of Consignment.** The Artist and HGC agree that the initial term of consignment for the Artworks is to be 2 months, and that the Artist does not intend to request their return before the end of this term. The Artist will plan on removing art work by the last day of the term of consignment.
5. **Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery and/or return of Artworks from the Artist to HGC and from HGC back to the Artist are the responsibility of the Artist.
6. **Responsibility for Loss or Damage, Insurance Coverage.** HGC is not responsible for consigned Artworks while they are in its custody. However, HGC does have security cameras and defined hours for the premises.
7. **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 Artworks; title then passes directly to the purchaser. The Artist shall pay all amounts due HGC within 10 business days.
8. **Pricing; HGC's Commission; Terms of Payment.** HGC shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. HGC and the Artist agree that HGC's commission is to be 25 percent of the Retail Price of the Artwork. Any change in the Retail Price, or in HGC's commission must be agreed to in advance by the Artist and HGC.



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Payment to the Artist shall be made by HGC within 10 business days of a sale, and will include all commissions due for any/all Artworks sold, unless otherwise specified .The Artist shall have the right to inventory his or her Artworks in HGC and to inspect any books and records pertaining to sales of the Artworks.

- 9. **Promotion.** The Artist and HGC shall use its best efforts to promote the sale of the Artworks. HGC agrees to provide adequate display of the Artworks, and to undertake other promotional activities on the Artist’s behalf. The Artist shall identify clearly all Artworks with the Artist’s name, and the Artist’s name shall be included on the bill of sale of each of the Artworks. HGC and the Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in HGC’s exhibitions and other promotional activities undertaken on the Artist’s behalf. HGC has a full kitchen and plenty of space and welcomes an artist hosting a gallery opening.
- 10. **Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either HGC or the Artist, by giving a 10 day written notification of termination 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 thirty days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be removed by the Artist/Estate’s Representative.
- 11. **Procedures for Modification.** Amendments to this Agreement must be signed by both Artist and HGC and attached to this Agreement. Both parties must initial any changes made on this form.
- 12. **Miscellany.** This Agreement represents the entire agreement between the Artist and HGC. 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 HGC, 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.
- 13. **Choice of Law.** This Agreement shall be governed by the law of the State of New Hampshire.

Special Notes.

Length of Contract:

From :

Consented and agreed to: **Artist**_____

Date_____

Consented and agreed to: **Hannah Grimes Center**_____

Date_____

