

**Purcellville Art Gallery
Gift Shop - Artist Agreement**

This is an agreement between Purcellville Art Gallery, a non-profit consignment art gallery created by Discover Purcellville and _____ (artist) who created and owns the artwork and desires to exhibit at the Gallery. The duration of displaying the items accepted in the gift shop will be agreed between the Gallery and the artist.

Scope of Agency.

The Artist appoints the Gallery to the exhibition and sale of artwork in the following media: included on submission form. Gallery accepts on consignment, the artworks submitted.

Pricing and Terms of Payment.

The Gallery and Artist agree that the Gallery's commission will be 35% of the price of artwork set by the artist. The Gallery will sell the artwork only at the retail price identified by the artist. The gallery will not accept "not for sale" work and has a right to refuse artwork if it is priced exceedingly high to discourage its sale. A 6% sales tax will be included in the sales price at the time of sale. Payments distributed to artists include the sales tax collected by the Gallery and it is the artist's responsibility to file sales tax with the State.

Payment.

The Gallery pays the Artist all proceeds due to the Artist on the 10th of the month following the month of sale. The Gallery will furnish the Artist with an accounting every month of artwork sold during the accounting. A complete and final accounting will be provided in the event of termination of this agreement. The Gallery will issue an IRS form 1099 (when applicable) after December 31 of each calendar year.

Fiduciary Responsibilities.

Title to each of the artworks will remain in the Artist's name until the Artist has been paid in full. Upon payment, title then passes to the purchaser. All proceeds from the sale of the art will be held in trust for the Artist until the Artist is fully paid. The Gallery will pay all amounts due to the Artist before any proceeds of sales can be made available to any and all creditors of the Gallery.

Loss or Damage.

The Artist shall insure their artwork and Artist is solely responsible for risk of loss or damage to the Artist's work consigned to the Gallery except in the event of intentional acts of destruction or damage by the Gallery volunteers, agents or employees. Gallery shall reasonably secure access to the interior gallery space for the safekeeping of all consigned works.

Duration and Termination of Consignment.

The Artist and the Gallery agree that the initial term of consignment for the artwork will continue until the date specified by the Gallery and that the Artist will not ask for return of the artwork prior to this date unless the agreement is breached by the Gallery. Thereafter, this agreement will continue until written notification of termination from either party to the other. Within thirty days of the termination notification, all accounts will be settled and all unsold artwork will be returned to the Artist. The agreement will automatically terminate with the death of the Artist or if the Gallery goes out of business, or breaches the agreement.

Indemnity.

The Artist will indemnify, defend and hold harmless Discover Purcellville, including its officers, board, members, agents, employees, community representatives and volunteers, from any and all claims, damages, actions, liabilities, judgments, suits, losses, payments, costs fines, fees, and expenses of every nature and description including attorney fees, arising or resulting from or in any connection with the consignment of artwork to the Gallery.

Miscellany.

All modifications, deletions or additions to this agreement must be in writing and signed by both parties.

Governing Law.

This agreement will be governed by and in accordance with the laws of the State of Virginia.

ARTIST'S ADDITIONAL RIGHTS AND RESPONSIBILITIES

1. Agrees to deliver all consigned art ready for display. This means that all artwork must be clean, undamaged, and professionally presented. For 2D Artists, wires and hanging hardware must be securely fastened to the back of the work and placed low enough to be invisible when hung. For 3D Artists, standing artwork must have a stable and sturdy base. For pieces requiring special displays/devices for proper presentation, the artist is responsible for providing those displays. Purcellville Art Gallery assumes no

responsibility for damage to artwork incurred as a result of the Artist's use of faulty or improperly used display materials.

2. Agrees to allow the Gallery to photograph and reasonably use a limited number of images of their art work for advertising of exhibitions, receptions or events.

3. Agrees to deliver and pick up art on the specified date determined by the Gallery. Any artwork left longer than 30 days will become the property of the Gallery.

4. Ensures that, while the artwork is available at the Gallery, the artist does not undercut the sale of the piece by offering a lower price outside the gallery. The artist agrees that if the Gallery acts as an agent between the artist and a buyer, they agree to pay the 35% commission to the Gallery.