ARTCO
Framing & Gallery

Gallery Contract 2025/2026

Artco Framing & Gallery
5401 6th Ave Ste. 321 Tacoma WA 98406

Gallery exhibits and sells artwork; and Artist has created and owns the artwork listed in the List of Inventory (the "Artwork") and desires to exhibit and sell the same; therefore**,** the parties agree as follows:

1. Scope of Agency. The artist appoints the gallery to act as the artist's exclusive agent for the exhibition and sale of original artwork during the extent of its sale. While the piece(s) are under contract, the gallery will collect the commission fee regardless of how the sale of all inventoried pieces is conducted. (ie: personal website, vending, or other sales outside of Artco Gallery & Framing)

- This agency shall cover only artwork submitted by the artist while this agreement is in force. The gallery shall document receipt of all artworks consigned.
- **Artwork MUST be ready to hang/display**. Ready to hang/display means that the gallery does not have to make any alterations to your piece to display it in our space. Your hanging artwork MUST have wire on it. If you need assistance with framing please let us know. All framing is at the expense of the artist.

2. Consignment of Inventory. Gallery accepts on consignment, the artworks listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties. Artworks inventory is considered void at the close (end of the month) of the show and all artworks not retrieved within 10 days of closing are no longer the responsibility of the gallery.

3. Pricing and Terms of Payment. The gallery shall sell the artworks only at the retail price specified on the List of Inventory. The gallery and the artist agree that the gallery's **commission is to be 30% percent** of the retail price of the artwork. Both parties must agree to any change to the retail price or the gallery's commission in advance. Payments will be issues via check within thirty days of the close of the show.

4. Discounts. The gallery will not provide discounts on artworks at this time.

5. Payment. The gallery shall pay the artist all proceeds due the artist within thirty days of sale of any artwork. No "sales on approval" or "on credit" shall be made without the written consent of the artist. All installment proceeds received by the gallery shall first be paid to the gallery at 50% of the gallery's commission. Remaining proceeds shall be paid to the artist until the artist has been paid in full.

6. Accounting. The Gallery shall furnish the artist with an accounting every 2 months based on admittance month to the gallery. Accounting shall identify each artwork sold during the accounting period and the location of all artworks consigned to the gallery that have not been sold. A complete and final accounting shall be provided in the event of termination of this agreement.

7. Accounting for one-of-a-kind Artwork. For one-of-a-kind artwork with a retail price of $500 or more, the gallery will furnish the name, mailing address, and telephone number of the client / collector who purchases the artwork. Artist agrees not to contact the client for the purpose of selling artwork directly to the client and the gallery will be informed or receive a copy of any communication between artist and client that relates to this artwork as long as the contract remains in effect.

8. Approval Sales. The gallery shall not permit any artwork to remain in the possession of the client unless such artwork is purchased and fully paid for by the client, or unless the artist provides prior written approval.

9. Fiduciary Responsibilities. Title to each of the artworks shall 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 artworks shall be held in trust for the artist until the artist is fully paid. The gallery shall pay all amounts due to the artist before any proceeds of sales can be made available to any and all creditors of the gallery.

10. Loss or Damage. The gallery shall be strictly liable for loss or damage to any consigned artwork from the date of delivery the gallery until the artwork is returned to the artist or delivered to a purchaser. In the event of loss or damage that cannot be restored, the artist shall receive the same amount as if the artwork had been sold at the retail price.

If restoration is suggested or pursued by the gallery, the artist shall have veto power over the choice of the restorer. The artist shall be responsible for all repairs to artwork necessitated by the artist's faulty workmanship.

11. Insurance. The gallery shall insure the artwork for its full wholesale price. In the event an insurance claim is made, the gallery shall pay all deductibles. You must provide your address for insurance purposes.

12. Transportation of Artwork. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks:

A. From the artist to gallery shall be borne by the artist

B. From the gallery to the artist shall be borne by the gallery

C. From the gallery to any point other than the artist shall be borne by the gallery until artwork is in the possession of the client.

13. Commission. If the artist sells any artwork directly to a purchaser through contacts established initially through the gallery, then the gallery shall be entitled to a **commission of 30% percent** of the selling price.

14. Promotion. The gallery shall use its best efforts to promote, display and sell artworks. The gallery shall clearly identify the artist's name with all artworks and shall include the artist's name on the bill of sale for any artwork sold by the gallery. I agree to allow Artco Framing & Gallery to use my submitted images, photos/video taken of my work in the gallery, bio and social media websites on their website and social media platforms for promotional use.

15. Reproduction. The artist reserves all copyrights to the reproduction of the artworks except as noted in writing to the contrary. The gallery may arrange to have the artworks photographed

to publicize and promote the artworks through means to be agreed by both parties. In every such use, the artist shall be acknowledged as the creator and copyright owner of the artwork. The gallery shall include on each bill of sale of any artwork the following legend: "All copyrights to reproduction of the artwork(s) identified herein are retained by the artist."

16. Copyright. The gallery shall take all steps necessary to insure that the artist's copyright in the consigned artworks is protected in the artist's name.

17. Security Interest. Title to and a security interest in any artworks consigned or proceeds of sale under this agreement are reserved to the artist. The artworks shall not be subject to claims by the gallery's creditors. The gallery agrees to execute and deliver to the artist, in the form requested by the artist, a financial statement and such other documents, which the artist may require to perfect its security interest in the artworks. In the event of the purchase of any artwork by a party other than the gallery, title shall pass directly from the artist to the purchasing party. In the event of a purchase of any artwork by the gallery, title shall pass only upon full payment to the artist of all sums due hereunder. The gallery acknowledges that it has no right to and shall not pledge or encumber any artworks in its possession nor incur any charge or obligation for which the artist may be liable.

18. Duration and Termination of Consignment. The artist and the gallery agree that the initial term of consignment for the artwork shall continue until closing of the applicable show as chosen by the artist, 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 shall continue until written notification of termination from either party to the other. Within thirty days of the termination notification, all accounts shall be settled and all unsold artwork shall be returned to the artist. The agreement shall automatically terminate with the death of the artist or if the gallery becomes bankrupt or insolvent, or breaches the agreement.

19. Miscellaneous. All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

20. Governing Law. This agreement shall be governed by and in accordance with the laws of the State of Washington