



CONSIGNMENT AGREEMENT

THIS AGREEMENT for the consignment of certain works of art made between the (named) "Artist", and The Amarillo Art Institute (the "Gallery") located at 3701 Plains Blvd. Suite 117, Amarillo, TX 79102.

WHEREAS the Artist creates original works of art and desires to show and sell those works in galleries and other venues, and

WHEREAS the Gallery is in the business of exhibiting original works of art on behalf of artists for the purpose of promoting the artist and selling the art on a commission basis;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the Artist and the Gallery agree as follows:

1. **Consignment.** Pursuant to the Artists' Consignment Act [56-11-1 to 56-11-3 NMSA 1978] and the terms and conditions in this Agreement, the Artist consigns to the Gallery and the Gallery accepts on consignment, those works of art detailed in Schedule A attached to and made part of this Agreement (the "Works" or "Work").
2. **Agency.** The Artist appoints the Gallery as its agent, and a duly authorized agent of the Gallery accepts this agency appointment by the Artist, for the purpose of exhibition and sale of the Work for the duration of this consignment.
3. **Warranty by the Artist.** The Artist warrants that all of the Works are original creations of the Artist and that the Artist possesses all legal rights in the Works. Ownership of each of the Works remains with the Artist until such time as a Work is sold and the Artist's portion of the proceeds have been received by the Artist.
4. **Duration of consignment.** The consignment of the Works under this Agreement will continue for a duration not to exceed twelve months unless a different duration is specified for individual pieces on Schedule A. This Agreement and all consignments shall terminate upon the death of the Artist, or either party may terminate the consignment of a particular Work or Works, or this entire Agreement, upon 7 days written notice to the other party.
5. **Replacement.** If a Work is sold, another original Work by the Artist may replace the Work sold, at the discretion of the Gallery, for the duration of the consignment.
6. **Delivery and pickup.** Packing and shipping expenses, insurance, and risk of loss incurred in delivery of the Works, both to the Gallery, and back to the Artist when the consignment has ended, shall be the responsibility of the Artist.
7. **Loss or damage.** All reasonable efforts will be made to safekeep the Artist's Works that have been consigned to the Gallery. The Gallery is not responsible damage/loss caused by acts of mother nature and/or things out of their control.

8. **Pricing.** The Gallery shall offer the Works for sale at the prices set by the Artist in Schedule A. The Gallery is not authorized to negotiate any price down without the consent of the Artist.
9. **Commission and payment.** The Gallery shall be entitled to receive a commission equal to 20% of the sales price of each of the Works. The Gallery shall tender payment of the Artist's portion from the sale of Works on the 15th of every month.
10. **Exhibition and promotion.** The Gallery agrees to exhibit the Works in the Gallery in such a way as to promote the sale of each piece, or to hold exhibitions with other artists of similar caliber, so as to make the Works available to the buying public, and to use its best efforts to sell the Works. The Gallery shall clearly identify each Work with the name of the Artist. Some gallery representation may be off the property of Arts in the Sunset.
11. **Reproduction.** The Artist holds the copyright in the Works and reserves all rights to reproduction. The Gallery may photograph Works only for promotional purposes.
12. **Maintenance and inspection of books and records.** The Gallery agrees to maintain books and records, in the ordinary course of business, showing all activities involving the Works. Upon request, the Gallery may provide a report to the Artist which includes all listed inventory and sales for that Artist.
13. **Miscellaneous provisions:**
 - a. This Agreement represents the entire agreement between the parties.
 - b. If any part of the Agreement is held to be illegal or unenforceable, such holding will not affect the validity of the balance of the Agreement.
 - c. This Agreement is not assignable by the Artist or the Gallery.
 - d. Only written modifications signed by both parties shall be valid. The Artist and the Gallery may supplement Exhibit A, from time to time.
 - e. This Agreement shall be covered by the laws of the State of Texas.

