

Artist and Venue Hosting Agreement

ARTIST:

Name of Artist: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

E-mail address: _____

and

ANU COMPANY.

Hereby enter into the following Agreement:

1. Agency; Purposes. The **Artist** appoints **ANU COMPANY** as agent for the works/performance of art ("**the Artworks**") consigned under this **Agreement**, for the purposes of exhibition and sale of products and service. **ANU COMPANY** shall not permit the Artworks/Promotions 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 **A'NU INC** a general agent for any other works.

2. Exclusive Representation. The **Artist** hereby appoints **ANU COMPANY** as their sole representation throughout "Specific area" to sell or otherwise make available for acquisition to the public, the **Artist's Artworks/Show**.

3. Consignment. The **Artist** hereby consigns to **ANU COMPANY**, and **ANU COMPANY** 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 works of art. All **Inventory Sheets** shall be signed by **Artist** and **ANU COMPANY**.

4. Authority of Accepted Artist's Works. Works of art may be accepted for consignment only by Management and owner.

5. Warranty. The **Artist** hereby warrants that he/she created and possesses unencumbered title to the **Artworks**, and that their descriptions are true and accurate.

6. Duration of Consignment. The **Artist** and **ANU COMPANY** agree that the initial term of consignment for the **Artworks** is to be one month, and that the **Artist** does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the **Artist** requests the return of any or all of the **Artworks** or **ANU COMPANY** requests that the Artist take back any or all of the **Artworks** with which request the other party shall comply within 30 days.

7. Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from the **Artist** to **A'NU INC** are the responsibility of the **Artist**. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Artworks** from **ANU COMPANY** to the **Artist**, shall be the responsibility of **ANU COMPANY**.

8. Responsibility for Loss or Damage, Insurance Coverage. ANU COMPANY shall be responsible for the safekeeping of all consigned **Artworks** while they are in its custody. ANU COMPANY shall be strictly liable to the **Artist** for their loss or damage (except for damage resulting from flaws inherent in the **Artworks**), to the full amount the **Artist** would have received from ANU COMPANY if the **Artworks** had been sold. ANU COMPANY shall provide the **Artist** with all relevant information about its insurance coverage for the **Artworks** if the **Artist** requests this information.

9. 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. All proceeds from the sale of the **Artworks** shall be held in trust for the **Artist**. The **Gallery** shall pay all amounts due the **Artist** before any proceeds of sales can be made available to creditors of ANU COMPANY.

10. Notice of Consignment. ANU COMPANY shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.

11. Removal from Gallery. ANU COMPANY shall not lend out, remove from the premises, or sell on approval any of the **Artworks**, without first obtaining written permission from the **Artist**.

12. Pricing; Gallery's Commission; Terms of Payment. ANU COMPANY shall sell the **Artworks** only at the Retail Price specified on the Inventory Sheet. The **Gallery** and the **Artist** agree that the **Gallery's** commission is to be 35 percent of the Retail Price of the **Artwork**. Any change in the Retail Price, or in ANU COMPANY's commission, must be agreed to in advance by the **Artist** and ANU COMPANY. Payment to the **Artist** shall be made by the **Gallery** on the 15th of every month, and will include all commissions due for any/all artworks sold. ANU COMPANY assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an **Artwork**.

13. Framing. If ANU COMPANY will be framing the **Artwork**, ANU COMPANY and the **Artist** agree that ANU COMPANY's expense will be factored into the retail price and full compensation for framing will be given to ANU COMPANY upon the sale of **Artwork**. Should the **Artwork** be returned to the **Artist** as outlined in this agreement, the **Artist** and ANU COMPANY are equally responsible for the wholesale cost of the framing expense.

14. Promotion. A'NU INC shall use its best efforts to promote the sale of the **Artworks**. A'NU INC agrees to provide adequate display of the **Artworks**, and to undertake other promotional activities on the **Artist's** behalf. A'NU INC 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**. A'NU INC and the **Artist** shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in A'NU INC's exhibitions and other promotional activities undertaken on the **Artist's** behalf.

15. Reproduction. The **Artist** reserves all rights to the reproduction of the **Artworks** except as noted in writing to the contrary. ANU COMPANY will not permit any of the **Artworks** to be copied, photographed or reproduced without the written permission of the **Artist**. In every instance of such use, the **Artist** shall be acknowledged as the creator and copyright owner of the **Artwork**. ANU COMPANY shall include on each bill of sale of any **Artwork** the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the

Artist-----."

16. Accounting. A statement of accounts for all sales of the **Artworks** shall be furnished by **A'NU INC** to the **Artist** on the 15th of each month, with the payment of all commissions due. The **Artist** shall have the right to inventory his or her **Artworks** in the gallery and to inspect any books and records pertaining to sales of the **Artworks**.

17. Termination of Agreement. Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either **ANU COMPANY** or the **Artist**, by giving a sixty (30) day written notification of termination from 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 returned by **ANU COMPANY**.

18. Procedures for Modification. Amendments to this **Agreement** must be signed by both **Artist** and **ANU COMPANY management** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

19. Miscellany. This **Agreement** represents the entire agreement between the **Artist** and **A'NU INC**. 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 **ANU COMPANY**, 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.

20. GENERAL: This Agreement and all rights and duties under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. This Agreement may be amended, modified, superseded or cancelled only by written agreement of the Artist and the **ANU COMPANY**. This Agreement may be executed in counterparts, by facsimile or e-mailed signature pages or otherwise, each of which when so executed will be deemed to be an original and such counterparts will together constitute one and the same Agreement. Neither party may assign this Agreement or delegate any rights to duties without the prior written consent of the other party.

Length of Contract

4 pages listed

Consented and agreed to: **Artist**

Date _____

Consented and agreed to: **ANU COMPANY**

Date _____

Consignment Agreement Artworks List

Title	Medium	Dimensions	Retail Price	Gallery Commission
1.				

2.
3.
4.
5.
6.
7.
8.
9.
10.

Agree and accept by filling out and signing below.

Artists Signiture _____ Date _____

Print _____

Gallery Manager _____ Date _____

Print _____