

ARTIST-GALLERY CONSIGNMENT AGREEMENT

(Approved by the Danish Gallery Association and Danish Visual Artists - www.bkf.dk)



The artist (name and address)
hereafter called 'The Artist'

and the gallery (name and address)
hereafter called 'The Gallery',

hereby enter into the following consignment agreement:

1. **The Artist** appoints **The Gallery** as agent for the works of art ("the Artworks") consigned under this agreement, for the purposes of exhibition and sale. The Artworks are listed in the attached, dated and signed consignment agreement artworks list. A new artworks list must be made at least once a year.
2. The Artworks must be sold at the prices stated for each artwork in the attached list, cf. S.1. The sales price is agreed upon by both **The Artist** and **The Gallery**, and the sales price must not be changed without the written consent of **The Artist**. However, a reduction of up to 10 % may be granted without informing **The Artist** – the cost of this reduction is defrayed by **The Gallery**.
3. **The Artist** is entitled to know the name of the buyer.
4. **The Artist** cannot get back the commissioned works before the expiry of the agreement without the consent of **The Gallery**. For the duration of the commission agreement, **The Artist** shall be committed to settle with **The Gallery**, cf. S. 8, with regard to sale of the artworks listed on the attached artworks list - irrespective of where the sale takes place.
5. **The Artist** shall give **The Gallery** the right to reproduce and publish photos of the works free of charge in publications, magazines, internet, media etc. in connection with sales and exhibitions.
6. **The Gallery** shall be liable to **The Artist** for agreements entered into with the buyer by **The Gallery** on behalf of **The Artist**.
7. **The Gallery** shall be responsible for the safekeeping of the artworks and for insuring them against loss and damage until the commission agreement is terminated. If the works are exhibited outside the gallery, packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the transportation of the Artworks, shall be the responsibility of the gallery.
8. **The Gallery** shall be entitled to a commission of --% of the agreed purchase price including VAT, cf. the Artworks list. The costs incurred by **The Gallery** shall be covered by the commission unless special agreements have been made by the parties.
9. A statement of all sales of the artworks shall be furnished by **The Gallery** to **The Artist** no later than 10 days after the Artworks have been delivered to the buyer.
Commissions due shall be paid to the artist no later than --days after the statement of sales.
In the case of credit sales, a special written agreement must be made between **The Gallery** and the buyer.
10. **The Artist** shall remain the owner of the individual artworks until they are sold by **The Gallery**.
11. This agreement shall be valid from (date). The agreement may be terminated by either party upon a three-month notice.

After the termination of the agreements, unsold works shall be returned to **The Artist** at the expense of **The Gallery** as soon as possible and no later than (date). **The Artist** is committed to receive the artworks returned by **The Gallery** after the termination of the agreement.

In addition to this agreement, a special agreement has been made which is attached to this agreement concerning:
(brief resumé):

This agreement has been made in duplicate and exchanged between parties.

Place:

Date:

Signature of **The Artist**:

Signature of **The Gallery**: