

**GALLERY/ARTIST
REPRESENTATION AGREEMENT**

BETWEEN : _____ (“Artist”)

Address: _____

Phone/Fax: _____

E-mail: _____

AND: **James Schot Gallery and Photography Studio, LLC.** (“Gallery”)

Address: **2800 N. Federal Highway, Suite A**

Ft. Lauderdale, Florida 33306

Phone/Fax: **954-564-1112 and Cell #954-253-9738**

E-mail: **james@bestschot.com**

Recital

Whereas, Gallery wishes to sell Artist's work (the "Artwork") on consignment;

Agreement

Now, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Consignment. Artist hereby consigns to Gallery, subject to the terms of this Agreement, the Artwork listed on the initial, signed Inventory Sheet which is a part of this Agreement and attached hereto as Exhibit A and incorporated herein. Additional Record of Consignment (Appendix A), signed by Artist and Gallery in duplicate, will be incorporated into this Agreement if both parties agree to consignment of additional works.

The Photographer's and Sculpture's Artwork consigned shall be unique specifically to this Gallery or otherwise the Artwork consigned is agreed by the Photographer and Sculpture not to be undersold at a retail price lower in price through the Internet or other advertising.

2. Duration of Consignment. The Photographer/Sculptor appoints the Gallery to act as exclusive agent in the geographic area of Broward County, Florida for the term assigned by the artist, using the *Gallery Layout Blueprint (GLB)*, to make selections that are discussed with and agreed to in writing with the Gallery. Additional information and inclusions enabling the artists to finalize selections are outlined in the *Gallery Representation Guidelines (GRG)*. There-after, consignment shall continue until this Agreement is terminated pursuant to Section 14.

- 3. Presentation of Photographic Artwork.** The Artist will present artwork ready for hanging or other display.
- 4. Representations and Warranties of Artist.** Artist hereby represents and warrants to Gallery that s/he is the creator of the Artwork; s/he is the sole and exclusive owner of all rights granted to Gallery in this Agreement, and has not assigned, pledged or otherwise encumbered the same; the Artwork is original; s/he has the full power to enter into this Agreement and to make the grants herein contained; and the Artwork does not, in whole or in part, infringe any copyright or violate any right to privacy or other personal or property right whatsoever, or contain any libelous or scandalous matter or matter otherwise contrary to law.
- 5. Responsibility for Loss or Damage.** For the purposes of any liability of Gallery, the value of the Artwork shall be the amount Artist would receive if the Artwork had been sold. Should Gallery be responsible hereunder for loss or damage to any Artwork and pay Artist such value, the Artwork shall become the property of the Gallery. The Gallery is not responsible for damage or losses due to acts of war, terrorism or other force majeure.
- 6. Pricing, Gallery's Commission, Terms of Payment.**

 - 6.1 Unless Artist and Gallery agree otherwise in writing, Gallery shall sell the Artwork only at the retail price specified on the Inventory Sheet(s).
 - 6.2 Gallery fee as agreed to by artist selections below (using GLB & GRG).
 - 6.3 Gallery's commission shall be twenty percent (25%) for handling a sale and Artist shall be paid the remaining eighty percent (75%) of the sales price of each piece of Artwork sold.
 - 6.4 Payment to Artist on all sales made by Gallery shall be within forty-five (45) days after the date of sale of the Artwork. On installment sales, the proceeds received on each installment shall be paid to Artist and Gallery according to their respective percentage shares. In the event that the Artwork is subsequently returned to Gallery for a refund, Artist shall promptly return to Gallery any fee s/he received, or, at Gallery's discretion, Gallery may deduct such amount from the next payment due Artist.
 - 6.5 Gallery may purchase any piece of Artwork at a price equal to the share of the sales price to which Artist would be entitled if the sale had been made to a third party. Payment for any such purchase by Gallery shall be made to Artist within forty-five (45) days of such purchase.
- 7. Accounting.** Gallery shall maintain accurate books and records reflecting its gross sales and the amount due Artist. Artist, at her/his own expense, shall have the right to examine, during regular business hours and upon reasonable notice, Gallery's records that reflect payments due Artist. In the event such an examination of Gallery's records results in the determination that the amount of payments was miscalculated by more than ten percent (10%) and resulted in a deficiency, then the amount of the miscalculation, including interest at ten percent (10%) per annum, and the cost of such examination (including all reasonable attorney and accounting fees incurred for such examination), shall be paid by Gallery to Artist in the monthly statement following such examination.
- 8. Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artwork from Artist to Gallery, and in their return from Gallery to Artist, shall be the responsibility of, and borne by, the Artist. This Gallery shows art from around the world. Artwork will be packed and returned insured by UPS according to their guidelines, unless released *in writing* by the Artist for other arrangements. Gallery only accepts responsibility for the transportation of work while in

Gallery custody, that is for use in other promotional exhibits.

9. Removal of Artwork. Gallery shall not be liable to Artist for loss of or damage to a piece of Artwork if Artist fails to remove the work or arranged for COD shipping within a period of fifteen (15) days following the date set forth herein for such removal or shipment, or within a period of fifteen (15) days after notice to remove or arrange for shipment of the Artwork has been sent by certified mail to Artist's last address known to Gallery. Failure to so remove a piece of Artwork shall terminate the trust relationship between Gallery and Artist.

10. Title. Each of the Artworks is trust property in the hands of Gallery, which is a trustee for the benefit of Artist until such Artwork is sold to a bona fide third party, or, if the Artwork is bought by Gallery, until the full price is paid to Artist. Upon any such sale, the proceeds of the sale (including any unpaid receivables) are trust property in the hands of Gallery, which is a trustee for the benefit of Artist until the amount due Artist from the sale has been paid to Artist. The trust relationship described above imposes no duty greater than that expressly provided above and does not give rise to any other fiduciary relationship.

11. Promotion. Gallery may display Artworks in whatever manner Gallery believes appropriate, at its sole discretion. Gallery shall promote the sale of the Artworks in such manner as it determines, at its sole discretion. The Gallery has designed its external and internal appearance to maximize its appearance and visibility to the public. In addition with regular advertising the Gallery will send out regular opening and exhibit invitations using its extensive mailing lists.

The Artist agrees to assist in the promotion of the sale of the Artworks a) by providing, at Artist's sole expense, good quality photographs or slides, and any other promotional material available and requested by Gallery, b) by listing the gallery as exhibiting and/or representing their work and providing a link to the gallery on their web site (if they have a web site), and c) by using their mailing and contact lists to announce their exhibit at the gallery, and otherwise let anyone traveling near the gallery's location about their exhibit. (*see Gallery Representation sheet for any other details.*)

12. Non-Competition. Following the 1st rule of the artist-gallery relationship, the artist will not compete with this Gallery representing the artist by offering his/her art work at a lower or discounted rate on their personal web site, or other vendor web site, or through another gallery.

13. Reproduction. Artist hereby grants Gallery the right to photograph the Artwork and use such photographs for publicity and promotional purposes..

14. Termination of Agreement. Notwithstanding any other provision of this Agreement, but subject to Section 2, this Agreement may be terminated at any time by either Gallery or Artist by means of a thirty- (30) day written notification of termination from either party to the other. In the event of Artist's death, the estate of Artist shall be considered to be Artist for purposes of the Agreement. After the notification of termination has been received, Gallery and Artist (or legal Representative) shall settle all accounts according to the usual process, time limits, any outstanding expenses related to initiated promotions and discounts no longer applicable, in this Agreement.

15. Assign-ability. This Agreement or the rights, responsibilities or obligations granted or assumed in this Agreement may not be assigned by either party hereto, in whole or in part.

16. Notices. All notices required by this Agreement shall be made in writing, postage prepaid, certified mail, return receipt requested, or by facsimile transmission to the addresses or numbers first given above, or by hand delivery. Notice shall be deemed received two (2) days after the date of mailing or the day after it is faxed or hand delivered.

17. Attorneys' Fees. In the event that action, suit, or legal proceedings are initiated or brought to enforce any or all of the provisions of this Agreement, the prevailing party shall be entitled to such attorneys' fees, costs, and disbursements as are deemed reasonable and proper by an arbitrator or court. In the event of an appeal of an initial decision of an arbitrator or court, the prevailing party shall be entitled to such attorneys' fees, costs, and disbursements as are deemed reasonable and proper by the appellate court(s).

18. Venue. This Agreement shall be deemed executed in the State of Florida and shall be interpreted and construed in accordance with the laws of the State of Florida relating to contracts made and performed therein. Venue shall be proper only in the County of Broward, State of Florida.

19. Merger. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and proposals (whether written or oral) in respect to the matters specified.

20. Modification. No alteration, modification, amendment, addition, deletion, or change to this Agreement shall be effective or binding unless and until such alterations, modifications, amendments, additions, deletions, or changes are properly executed in writing by both parties.

21. Headings. All headings used in this Agreement are for reference purposes only and are not intended or deemed to limit or affect, in any way, the meaning or interpretation of any of the terms and provisions of this Agreement.

22. Judicial Rule of Construction. It is expressly agreed by the parties hereto that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision.

23. Waiver. No waiver by either party of any breach or default here-under shall be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms and conditions hereof.

24. Severability. If any provision of this Agreement is judicially declared to be invalid, unenforceable, or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be deemed to have been deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

25. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

26. Effective Date. This Agreement is effective as of the date all parties hereto have executed this Agreement.

27. Artist Selection. With this Agreement the Artist agrees to the following selection to include _____ (circle) feet or square feet (for sculpture) of space. If it can be arranged I would like to have _____ feet of window facing wall space.

I (the Artist) understand inclusions discussed in the Gallery Representation Guidelines are dependant on the selection of space and the related fee I have made and paid, respectively, and that it is the Gallery’s discretion on how best to structure and display all art to be exhibited

IN WITNESS WHEREOF, the parties hereto execute and date this Agreement.

Artist

Date

Print name: _____

SSN: _____

Gallery

James Schot Gallery and Photography Studio, LLC

Date

By: _____

Print names: **James Schot**

Title: **Owner**

TIN: **#20-5529205**

Gallery Exhibit Schedule:

The James Schot Gallery will have its exhibition schedule based on the artist selection from the *Gallery Layout Blueprint* and inclusions outlined in the *Gallery Representation Guidelines* and on a monthly cycle starting middle of each month.

APPENDIX A: Record of Consignment

This is to acknowledge receipt of the following works of art on consignment:

	Title	Description	Retail Price
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____

Gallery _____
Company Name

By _____
Authorized Signatory, Title

Photographer _____

APPENDIX B: General and Promotional Information

A] How would you describe your Photographic Art? What does it mean to you? Where there specific seeds of inspiration?

B] Please provide some personal background applicable to photography and art. When did you first know you were going to be an artist? What were the major influences on your work:

C] Please provide any information on previous showings:

D] What are the predominant sizes of your prints?

E] What retail pricing of your work? You can mark this next to the pieces listed on (previous page) Record of Consignment. Be sure they match pricing on your website and that by any other gallery representing you if applicable.

Photography, with its re-printability and limited editions, has unique marketing challenges for the gallery. Sculptures tend to be one of a kind, but marketing the sculptor has great potential for commissioned sales. You the Artist derive great benefits having gallery representation. This allows collectors, designers and the general public to enjoy a direct and personal emotional experience with your fine art photography or sculptures, which is vital to your overall promotions and selling your works of art. Keeping a gallery to meet these vital results requires a formula for success. That formula is carefully structured here for Artists and this Gallery to comfortably work together with this agreement.