



# ROAM GALLERY ARTIST AGREEMENT

## **AGREEMENT TO CONSIGN TERMS AND CONDITIONS:**

1. The consignor agrees to consign to the ROAM Gallery as agent, the work(s) for rent and / or sale.
2. This Consignment Agreement, when signed by a representative of the ROAM Gallery, shall serve as a receipt to the consignor for the work(s).

## **RENTALS:**

3. Of the rental fees 40% thereof will be paid to the consignor and 60% shall be retained by the ROAM Gallery as commission.
4. Rental fees realized shall be accumulated and the Consignor's share calculated and paid quarterly from the beginning of the fiscal year of the ROAM Gallery.
5. In the event the work(s) is (are) sold during or on termination of the contract of lease, prepaid rent (not to exceed 12 weeks) shall be deducted from the sale price.

## **SALES:**

6. The work(s) shall be considered for sale at the price stated by the Consignor.
7. In the event of a sale, the ROAM Gallery shall deduct a commission of 50% of the sale price, and when the full sale price is received, it shall be remitted quarterly, less the above lease deduction and the ROAM Gallery commission to the Consignor.

## **SALE PRICE:**

8. In the event that the consignor wishes to change the sale price(s) of the artwork(s) from that set out on the reverse side, written notification must be given to the ROAM Gallery, the change to be effective after the termination of any rental contract then in effect.

## **WITHDRAWAL:**

9. It is understood that the Consignor may at any time withdraw any of the artwork(s) upon a 12 weeks written notice to the ROAM Gallery, subject always to the right of a lessee of the work(s) (if any) to purchase the same work(s) at the sale price set out on the reverse side with in a period of 14 days after receipt by the ROAM Gallery of the Consignor's Notice of Withdrawal of the work(s).

## **CONDITION:**

10. The ROAM Gallery agrees that if loss or damage occurs to any of the work(s) at anytime during the consignment period, it will notify the consignor in writing.
11. All work(s) submitted to the consignor must be adequately framed and in good condition. If the work(s) arrive(s) from the Consignor not adequately framed or in a damaged condition, or it does not meet ROAM Gallery standards, the ROAM Gallery reserves the right to return the work(s).

## **INSURANCE:**

12. The artist is responsible to insure the work(s) for the sale price(s) while it is subject to this Agreement. If the work is rented the 3<sup>rd</sup> party is responsible for insurance.

## **LIABILITY:**

13. All damage to consigned work(s) or to the property of others that is the result of wear and tear or inherent vice, including, but not limited to deterioration, fragile or vulnerable materials, defective mounting, or hanging devices is the responsibility of the Consignor.
14. The ROAM Gallery agrees that it will take precautions in the care of the work(s) but assumes no liability in this regard, its obligations being limited to procuring the insurance and assigning the proceeds thereof to the Consignor.

**REPRODUCTION:**

15. ROAM Gallery may photograph and reproduce for promotional purposes any consigned work(s).

**CLEARANCE FOR FILM & TV**

- 16. By signing below, the Consignor verifies that they have full rights to use and publish the work(s) submitted and additionally where required, that all models are of legal age and have released their photo(s) for the submitting party's use. The Consignor further verifies that any work(s) submitted is original artwork created for their use, or released for the submitting party's use by the artist or the artist's representative. The submitting party accepts full responsibility and indemnifies and holds the ROAM Gallery harmless for any copyright or personal infringements. The ROAM Gallery accepts No responsibility for any work(s) supplied by the submitting party
- 17. Grants permission to use the work(s) as (the prop) general set dressing in a film, TV or digital media production. Agreeing that the leasee (production company) owns all rights to the motion picture, TV or digital production. The ROAM Gallery may sign as authorized agent to release the work for use in Film, TV or digital media. Compensation to the Consignor is accumulated and paid as in all other lease contracts.

**SHIPPING**

18. The Consignor shall pay any shipping or delivery costs to and from THE ROAM Gallery.

**RETURN OF CONSIGNMENT:**

- 19. Work(s) may be returned by the ROAM Gallery at any time without prior notice.
- 20. If the ROAM Gallery is unable to trace the Consignor, the work(s) become(s) the property of the ROAM Gallery to dispose of as it sees first 6 months after the above-mentioned attempt at notification.

**CHANGE OF ADDRESS:**

21. It shall be the responsibility of the Consignor to notify the ROAM Gallery in writing of any change in the address recorded on the face of this agreement.

**SUCCESSION:**

22. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assings.

**CONSIGNOR NAME:** (Print) \_\_\_\_\_

**CONSIGNOR SIGNATURE:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_



**ROAM Gallery REPRESENTATIVE:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_