

ARTIST-GALLERY CONTRACT WITH RECORD OF CONSIGNMENT

*"The only possible teacher
except torture is fine art"*

Bernard Shaw

The Doctor's Dilemma

NAME
hereinafter referred to as the "Artist", located at

ADDRESS

PHONE, E-MAIL, URL
and Chancery Art Gallery, hereinafter referred to as the "Gallery",
hereby enter into the following Agreement:

SAMPLE
for further
discussion

1. CERTIFICATE OF ORIGIN. Artist hereby warrants that he/she created the consigned Artworks listed in § 20 and their descriptions are true and accurate. Artist also warrants that he/she possesses unencumbered title to them.

2. SCOPE OF AGENCY. Artist appoints the Gallery to act as Artist's **non-exclusive agent** for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Gallery under this contract.

3. CONSIGNMENT. Artist hereby consigns to Gallery, and Gallery accepts on consignment, those artworks listed in § 20 *Record of Consignment*. Gallery shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.

4. DURATION OF CONSIGNMENT. Artist and Gallery agree that the initial term of consignment for Artworks is to be one week for ☐ solo ☒ **group annual exhibition of young artists "Ardour Eruption" starting on 2011 February 26 and ending on 2011 March 6**, and that Artist does not intend to request their return before the end of this term. Thereafter, the **Artist takes back all of the unsold Artworks immediately after the Closing Reception on March 6**, unless other arrangement has been approved by Gallery.

5. TRANSPORTATION. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to Gallery, shall be the responsibility of ☒ Artist ☐ Gallery. **Artworks are expected to be delivered to Gallery** ☐ on _____ ☒ **during February 16-25** (see Gallery schedule on the web, or contact Gallery for after hours arrangement). For return of Artworks from Gallery to Artist shall be responsible ☒ Artist ☐ Gallery.

6. PROMOTION BY GALLERY. Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on Artist's behalf. For this exhibition, Gallery does ☒ exhibit installation and ☒ dismantling; prints ☒ announcement cards, ☐ price lists, ☒ signs and ☒ labels; arranges ☒ private invitation mailing and ☒ press release; supplies ☐ liquor permit, ☐ cocktails, ☒ hors d'oeuvres and ☐ musical arrangement for opening and closing receptions; provides ☒ adequate display of the Artworks and gives a ☐ non-stop slide show of Artworks temporarily located in the ☒ climate-controlled storage on premises; organizes ☒ security, ☒ sales, and ☒ shipping to purchasers.

7. PROMOTION BY ARTIST. On his/her own expense, Artist may wish to contribute to promotional campaign during the exhibition of his/her Artworks by ordering extra copies of the announcement card, printing own catalogue, recording video-statement on DVD, enlightening the **opening (Feb 26) and closing (Mar 6) receptions** by his/her own presence, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses.

8. COPYRIGHT. Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery 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."* **Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery.** In every instance of such use, the Artist shall be acknowledged as creator and copyright owner of Artwork. Non-commercial photographing is permitted to the public in Gallery.

9. PRICING. Although it is a non-exclusive contract, **Artist's suggested price is expected to be consistent with one outside the Gallery.** Gallery shall sell the work at the retail prices shown on the *Record of Consignment*, § 20. Any change in the retail price must be agreed to in advance by Artist and Gallery.

From the Freudian view, arts derive from the same source as fantasies and dreams, and have the same purpose – to reduce tension in the soul. This applies to both creation and perception of the art, regardless of modality – painting, sculpture, literature, music, dance, etc. Thus, in some respects artists are not special – like the rest of us, they have the same narcissistic desires and fantasies, rather shameful to share under our cultural restraints.

But unlike us, artists have a very special gift – they are able to exhibit their fantasies in a skilful, camouflaged way, and to attract us first with the external, formal side of their work. It traps us, provoking a preliminary, properly aesthetic pleasure, turning our internal "censor" off guard. And then, it enables us to enjoy our own deep prohibited fantasies – projected on the art – without shame and self-blame, with revealing catharsis. How are artists able to do this? It's their mystic secret; it's art.

"...The one thing which may in some degree reconcile the cultured person with life – scientific and artistic enjoyment..."

Eduard von Hartmann

Philosophy of the Unconscious

Chancery Art Gallery is a commercial gallery which offers solo and group exhibitions of contemporary fine art and acts as the artist's agent with exclusivity limited to Muskoka district of Ontario, Canada.

The gallery is affiliated with a psychology office on premises – www.PrivateCounseling.ca Occasionally, for "artist-in-crisis" a psychological consultation is offered *pro-bono*.

The gallery's mission:
*"Piece of pie to the artists,
Peace of mind to the rest of us"*

Dr. Lena Kolobow
owner & director

Dr. Paul Ivanoff
curator

© 2006-2011 Chancery Art Gallery



(Continued on the back)

10. SALE. All Gallery sales are in Canadian or US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale. Gallery retains ☒ right ☐ no right to make customary trade discounts up to 10% (percent). In the case of discount sales, the discount shall be deducted from the ☒ retail price ☐ Gallery's commission.

11. COMMISSIONS. Gallery and Artist agree that during this charitable show, the **Gallery's commission is to be a symbolic 20% (percent)** of the retail price of each work sold. **The commission will be used for further promotion of this annual non-profit philanthropic festival of young artists.** Any change in Gallery's commission must be agreed to in advance by Artist and Gallery.

12. TERMS OF PAYMENT. Gallery shall pay Artist all proceeds due to the Artist within thirty days of sale via ☒ cheque ☐ pay-pal electronic transaction in ☒ \$CA ☐ \$US ☐ € ☐ £. All sales are final during this show. No sales on approval or credit will be arranged.

13. ACCOUNTING. Along with each payment, Gallery shall furnish Artist with a copy of the bill of sale, indicating name of Artist, title of Artwork sold, date of sale, and sale price. Gallery may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks on Gallery premises and inspect books and records pertaining to sales of his/her Artworks.

14. REMOVAL FROM GALLERY. Gallery shall not tend out or remove from the premises any of Artworks without first obtaining permission from Artist. There is **no-return policy** on Artworks sold to the customers of Gallery **during this show.**

15. LOSS OR DAMAGE. Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. In the event of loss or damage that cannot be restored, Gallery shall be liable to Artist (except for damage resulting from flaws inherent in Artworks) to the full amount Artist would have received from Gallery if Artworks had been sold, less insurance deductible. If restoration is undertaken, Artist shall have a veto power over the choice of the restorer.

16. SECURITY INTEREST. In the event of any default by Gallery, Artist shall have all the rights of a secured party and the Artworks shall not be subject to claims by Gallery's creditors. Gallery agrees not to pledge or encumber any works in its possession, nor to incur any charge or obligation in connection therewith for which Artist may be liable. Gallery 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.

17. TERMINATION OF CONTRACT. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Gallery or Artist, by means of notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement (Artist's emergency contact: _____)

18. ARBITRATION. This Agreement shall be governed by the laws of the Province of Ontario, Canada. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.

19. MODIFICATIONS. This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

20. RECORD OF CONSIGNMENT. Artist certifies that all Artworks listed below will be available for exhibition and sale at the Gallery during the term specified in § 4 and § 5 of this Agreement:

_____	_____	_____
_____	_____	_____
_____	_____	_____

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set below:

for further
discussion

SIGNATURE OF ARTIST

DATE OF CONTRACT

LENA KOLOBOW - owner and director

DATE OF OFFER

