

Consignment Agreements:

Define consignee and Consigner. Dont only add the name, add a full address of business. Should it be a less formal agreement, dont use a document but perhaps simply outline the terms in an email.

Consignee

The person who takes the works in commission

Consigner

The artist or representing gallery in most cases.

2. Define the works that are going on consignment. Ideally the information contacts:

Artist Name

Artwork title, year

Medium

Dimensions

Price (or insurance value in case you are lending the work)

Production costs (that you expect to be split in case of a sale)

Ideally a photograph of the work. It can also be a snapshot take with your phone.

3. Terms & Conditions

1. Define the consignment period - which can only be extended with the agreement of the Consigner.

2. Define who is responsible for shipping (generally the consignee, but it is a matter of what you agree on)

3. The Consignee will exercise the same care with respect to the work as he or she does in the safekeeping of comparable property of his or her own and will use professional art handling, crating and shipping agents. - this is what I have in my statement, of course it is a question of taste. As mentioned in my talk, we often rely on cheaper shipping options where possible such as FedEx or DHL.

4. The Consignee shall pay for photographic documentation of the work and provide photographic documentation of the work to the consignee.

5. All documentation of the consigned work will be mentioned with 'Courtesy of the artist'.

6. In the event of a sale the production costs of the sold work are deducted from the retail price (where applicable - hence I would state them above) of the consigned artwork and paid to the producer before sharing the remaining amount. Of the remaining amount, the Consignee receives xx% and the artist xx%.

7. In the event of a sale to the Consignee will provide the Consignor with the name and the city of the new owner. (This is important as you want to be able to contact the owner in case you wish to lend the work later on, or need new images etc)

8. In the event of sale, the Consignee will pay the agreed upon net price listed above to the consignor. Discount will only be shared upon agreement and will not exceed xx%.

9. The consigner must be paid no more than 30 days after the Consignee receives payment from the buyer.

10. The work may not be sold to dealers or exhibited at art fairs or other shows without the prior consent from the consigner. - this is something I have in my agreements, as I want to avoid other galleries selling to dealers or a work popping up at a fair without my knowledge.

Remember, all these terms are negotiable. It is important that you are happy with what is agreed. Should something not go according to plan or worry you in a collaboration with a gallery, contact them and raise the issue! Try to have a problem solving attitude!