

## Artist:

**Gallery: Hulse/Warman Gallery**  
222 Paseo del Pueblo Norte  
Taos, NM 87571  
575-751-7702

### 1. Agent

The Artist appoints the Gallery as its agent for the purpose of exhibition and sale of the works of art under the Agreement.

#### 1. Consignment

The Artist consigns to the Gallery and Gallery accepts on consignment those works of art shown attached to this agreement.

#### 1. Warranty of Creation and Ownership

The Artist hereby warrants that he conceptualized and/or created all of the works of art listed on this agreement and that the artist possesses all legal rights to them.

#### 1. Term

The term of this consignment agreement shall remain in effect until such time as any works remaining unsold are returned to the possession of the Artist or those persons designated by the Artist for such purpose of return.

### 5. True Consignment

Title to the works of art in the Gallery shall remain with the Artist until the client pays in full. During the term of the consignment the Gallery shall be responsible for the safekeeping of all consigned works of art and shall insure the art. The liability to the Gallery shall be limited to the amount the Artist would have received had a work of art been sold.

### 6. Pricing

The Gallery shall offer the works of art for sale at the prices set forth by the Artist. Absent a prior written agreement, no work of art shall be sold without payment in full.

### 7. Gallery's Commission for services rendered pursuant to this Agreement

The Gallery will accept all works on consignment for 50% net to the Artist, 50% net to the Gallery of the agreed upon retail price. If the Gallery should add crating and/or shipping and/or trade show costs to the agreed upon retail price such cost will not affect the net due to the Artist. If the Gallery offers terms of discount to the client upon time of sale such discount will not affect the net due to the Artist unless prior agreement in writing from the Artist has been made.

### 8. Reproduction

The Artist reserves the copyright in all works of art. The Gallery may, for the sole purpose of promoting the works of art, photograph them for inclusion in a catalogue or other promotional materials so long as in each instance the Artist is credited as the creator of the work.

9. Maintenance and inspection of books and records

The Gallery agrees to maintain books and records in the ordinary course of business showing all activities involving the works of art.

10. Choice of Laws

This Agreement shall be covered by the laws of the State of New Mexico.

11. Payment

Artist will receive payment for sale within 10 days of funds clearing financial institution. At time of payment to Artist the Gallery will provide a copy of the invoice for the sale along with client information for Artist's record.

This Agreement entered into on this date \_\_\_\_\_

Artist: \_\_\_\_\_

Gallery: Hulse/Warman Gallery by \_\_\_\_\_

**Description and Retail Pricing of Consigned Artwork:**