



# NORTHVILLE ART HOUSE

## ART EXHIBITION AND SALES AGREEMENT

The Northville Art House is a non-profit 501(c)3 organization with the mission to cultivate the Arts through creative experiences and educational programs in the community.

### THE TERMS AND CONDITIONS GOVERNING ART EXHIBITION AND SALES AGREEMENT

#### Scope of Agency

The Artist/Owner appoints the Northville Art House to act as the exclusive agent for the sale of the all accepted artwork and art related materials, during the exhibition, regardless of other gallery affiliation.

#### Title

The Artist/Group warrants that the Artist/Owner has created, and has unencumbered title to, all artwork consigned hereunder.

#### Receipt of Artwork

Northville Art House receives the artwork and related materials, such as books and prints, solely for the purpose of examining them at its earliest convenience and deciding whether they will be exhibited and offered for sale. *See Attachment(s): Inventory Lists.*

#### Return of Artwork

Artwork accepted for exhibition and sale must be picked up by the Artist/Owner within two (2) weeks after the period of the exhibition, or, if declined, two (2) weeks after the notice to that effect.

On the 31<sup>st</sup> day after the notice or period of the exhibition, Northville Art House reserves the right to treat the artwork as a donation and will submit to the Artist/Owner an acknowledgement of such donation.

#### Period of Exhibition and Sale

Artwork accepted for exhibition and sale will be held for the full period of exhibition as determined by the Northville Art House.

#### Responsibilities

The Artist/Owner shall submit artwork for exhibition and sale that is original, meet the presentation and exhibition requirements set forth by the Northville Art House, and has not previously been exhibited at the Northville Art House. The Northville Art House reserves the right to select the artwork, design, and install the exhibition, and handle the sale of the artwork. The Artist/Owner may act as an consultant to provide significant information or equipment to a specific artwork or exhibition.

*See Attachment(s): Additional Responsibilities (if applicable)*

#### Transportation and Shipment

The Artist/Owner coordinates transportation and bears the cost of packing and shipping. If artwork must be returned by mail, Artist/Owner must prepay all shipping charges. Artwork will be return packed in the same or similar materials.

#### Reproduction Rights

The Artist/Owner reserves all rights of reproduction of consigned artwork. Northville Art House may publish photographs of all artwork for promotion, education purposes, and/or online sale of artwork as it may deem appropriate.

#### Sale Prices

Prices for artwork consigned hereunder are set forth by the Artist/Owner. The Artist/Group is encouraged, but is not required to sell the artwork submitted for exhibition.

#### Commission

Northville Art House shall receive a commission of 35% of the sale price of all artwork and related materials sold during the exhibition.

#### Records

Northville Art House shall keep proper records of transactions regarding the Artist/Group's artwork, and such records shall be available for's inspection during regular business hours.

#### Payment

Payment on all sales shall be made to the Artist/Owner within sixty (60) days after the date in which the proceeds of the sale are received.

#### Care and Preservation of Artwork

Northville Art House will, with respect to the artwork entrusted to it for exhibition and sale, exercise the same level of professional care and protection as are now in force, or may hereafter be put in force, for the safekeeping and preservation of the property of the Northville Art House itself.

Northville Art House will report any damage or other findings to the Artist/Owner. Northville Art House will not clean, restore, reframe or otherwise alter the work without the written consent of the Artist/Owner.

#### Liability

Northville Art House is acting solely as a representative of the Artist/Owner, and neither it nor its members shall be liable for loss or damage to artwork, storage crates, personal belongings or other related items on the premises (or exhibited elsewhere within the sole discretion and under the control of the Northville Art House) due to theft, loss, fire or destruction of any kind other than those caused by the Northville Art House's negligence.

#### Insurance

Northville Art House may at its option maintain insurance coverage for or on any artwork as it deems appropriate, but it shall have no obligation to do so. The Artist/Owner is responsible for the proper insurance coverage during the period of transportation and exhibition.

#### Binding Effect; Modification

The rights and obligations of the Northville Art House and the Artist/Owner shall be binding to the benefit of their respective heirs, representatives, successors and assigns. Any change in this agreement must be in writing. This Agreement constitutes the entire understanding between the parties hereto. This Agreement shall be governed by and in accordance with the laws of the State of Michigan.