



## Marfa Studio of Arts Consignment Policy

1. The artist consigns to **Marfa Studio of Arts** (the gallery) the work identified in a detailed inventory list (which will be provided), from a selected and agreed date range (depending on availability). The artist will pick up any unsold work at the end of the consignment period.
2. The gallery will offer the work for the prices listed. For all sales:
  - A. The artist will receive 70% of the retail price.
  - B. The gallery will receive 30% of the retail price.
  - C. All discounts must be approved in advance by both the artist & gallery.
3. Sales made during an exhibition period will be paid to the artist within 30 days from the closing date of the exhibition.
4. The artist is responsible for delivering the work to & from the gallery, including insuring the work for risk of loss or damage during delivery. For sales outside of the Marfa area, the buyer will pay for shipping, paid directly to the gallery. The gallery will handle all arrangements regarding shipping.
5. The gallery is responsible for safekeeping the work while it is in the gallery's possession. The gallery will insure the work (to its retail price) for any loss or damage while the work is in the gallery's possession.
6. Although the artist retains all reproduction rights to their work, the gallery may take images of the consigned work & use them to publicize it or the show, crediting the artist. Images reproduced in the press should include the line, "Courtesy of (insert artist)".
7. Either the gallery or artist may cancel this consignment agreement by writing to the other, in which case the gallery will return any unsold work to the artist within 5 days.
8. The artist appoints the gallery as the exclusive agent for the work identified in the inventory list attached. The artist warrants that they own the work & all proprietary rights to it & that they have the right to appoint the gallery as their agent to sell it. The artist retains title in each work they consigned to the gallery until they are fully paid for any sale, at which time title will pass directly to whoever bought the work. The artist shall not be subject to claims by any creditors of the gallery. If the gallery becomes insolvent, the artist shall have the rights of a secured party under the "**Uniform Commercial Code.**" The gallery will hold the artist's share of the proceeds from sales in trust. The artist understands that the gallery does not promise any particular outcome from its sales efforts on their behalf. This agreement will automatically terminate if the artist dies or the gallery becomes insolvent. This agreement states our complete understanding & replaces any earlier understandings between us. We may only modify this agreement in writing, signed by both parties. The gallery may not assign its rights or obligations under this agreement without the artist's written permission. If a court holds any part of this agreement illegal, void or unenforceable, the rest of the agreement will remain enforceable. The waiver of one right is not a waiver of any other right. This agreement shall not be interpreted for or against the artist or for or against the gallery because one of us (or our respective counsel) drafted a contested provision. In any proceeding to enforce this agreement, the losing party will pay the winning party's reasonable attorney's fees.

**Texas law governs this agreement, regardless of conflict-of-law principles.**