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Contract for Receipt and Holding of Artwork

DISCLAIMER: This sample contract is written as a checklist and guide only. You should in no way use this contract in its current state as a binding agreement between you and any individual, corporation, gallery, or venue. When entering into an agreement with any institution for short- or long-term work, a lawyer or attorney skilled in legal practices pertaining to the arts should review any contracts before signing. You can use this contract as a starting point for drafting an agreement for a commission, but do not rely on this contract in its present form and do not sign it until you have had legal counsel look at it and suggest alterations or changes.

Date of the Agreement _____

This agreement is between _____ (the Artist) and _____ (the Recipient)

AGREEMENT made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Artist"), located at _____ (city and state, country if necessary), and _____ (hereinafter referred to as the "Recipient"), located at _____ (city and state, country if necessary), with respect to the receipt and holding of artwork(s) in the attached Schedule of Artworks (hereinafter referred to as the "Artwork(s)").

Purpose

The Artist agrees to entrust the Artworks listed on the Schedule of Artworks to the Recipient for the purpose of (list the purpose such as exhibition, storage, consignment etc.):

The Schedule of Artworks

Include the following information for each Artwork:

Title of the Artwork: _____

Medium of the Artwork: _____

Description of the Artwork: _____

Framing or mounting information for each work: _____

The value of the Artwork: _____

If the insured value is different than the stated value of the Artwork, list here as well: _____

Initialed by _____ Artist and _____ Recipient.

Acceptance

The Recipient accepts the listing and the values of the Schedule of Artworks as accurate if not objected to in writing by return mail immediately after the receipt of the artworks (or list time agreed upon to respond):

Initialed by _____ Artist and _____ Recipient.

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Ownership and Copyright

Copyright to the Works listed in the Schedule of Artworks is owned by:

The Works listed in the Schedule of Artworks are owned by:

The Recipient agrees not to reproduce, display, copy, or modify the Artworks. The Recipient will not allow any third party to reproduce, display, copy, or modify the Artworks without written consent of the Artist:

Initialed by _____ Artist and _____ Recipient.

Loss, Theft, or Damage

Recipient agrees to assume full responsibility and be strictly liable for loss, theft, or damage to the Artworks from the time of (a) shipment by the Artist, (b) receipt by the Recipient until the time of (a) shipment by the Recipient or (b) receipt by the Artist

The method of transportation for the Artworks:

Reimbursement for loss, theft, or damage to an Artwork shall be in the amount of the value entered for the Artwork on the Schedule of Artworks. Both Artist and Recipient agree to the value shown on the Schedule of Artworks.

Initialed by _____ Artist and _____ Recipient.

Insurance

Who is responsible for insuring the Artwork? When will proof of insurance be provided?:

How is the work insured during shipping or delivery?:

List who is responsible for insurance during installation and during the show or event:

Initialed by _____ Artist and _____ Recipient.

Holding Fees

Date the Artwork shall be returned to the Artist: _____

Amount charged to the Recipient for each day the Artwork is held over the return date: _____

The above amount for failure to deliver the Artwork shall be paid to the Artist on a weekly basis.

Initialed by _____ Artist and _____ Recipient.

Arbitration

Artist and Recipient shall agree to submit all disputes hereunder in excess of \$_____ to arbitration before (date) _____ at the following location _____ under the rules of the American Arbitration Association. The arbitrator's award shall be final and judgment may be entered on it in any court having jurisdiction thereof.

Initialed by _____ Artist and _____ Recipient.

Modifications

Any modification to this agreement shall be made in writing.

Include any waivers in writing as part of this contract:

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The Recipient shall notify the Artist of any changes of address or change in the location of the Artwork. The Artist shall also notify the Recipient of any changes of address.

Initialed by _____ Artist and _____ Recipient.

Signatures:

Signed by _____ (Artist)

On _____ (date)

and _____ (Recipient) On
_____ (date)

Company or Organization of Recipient (if applicable)