



ABSTRACT IN ASHEVILLE EXHIBITION ART GALLERY CONSIGNMENT AGREEMENT

This Consignment Agreement (the "Agreement") is made on _____ 2026 between:
UpMarket Gallery, located at 68-70 North Market St., Asheville, North Carolina 28801
(hereinafter referred to as the "Gallery")

and

residing at _____

(hereinafter referred to as the "Artist")

1. CONSIGNMENT OF ARTWORK

- 1.1 The Artist hereby consigns to the Gallery, and the Gallery accepts on consignment, the artworks listed in the attached Exhibit A (the "Artwork").
- 1.2 The Artist certifies that they are the sole creator and owner of the Artwork, that it is an original work of art, and that they have the full right and authority to enter into this Agreement.

2. DESCRIPTION OF ARTWORK

- 2.1 Exhibit A (located at the end of the contract) shall include a list of consigned artworks accepted for the exhibition from the artist.
- 2.2 The Artist shall execute a Certificate of Authenticity for each piece of artwork, which will be provided by the Gallery and signed by the Artist upon delivery of the work.

3. CONSIGNMENT TERMS

- 3.1 The Artist retains ownership of the Artwork until sold.
- 3.2 The Gallery shall not lend, remove, or relocate the Artwork without the Artist's written permission, except for the purpose of sale or as otherwise provided in this Agreement.
- 3.3 The Gallery may photograph the Artwork for promotional purposes related to its sale.

4. GALLERY RESPONSIBILITIES

The Gallery agrees to:

- 4.1 Use its best efforts to promote and sell the Artwork.
- 4.2 Display the Artwork in a professional manner.
- 4.3 Maintain accurate records of all sales and provide the Artist with a report after the exhibition closes.
- 4.4 Handle all aspects of sales transactions, including invoicing and collecting payment.
- 4.5 Properly care for and safeguard the Artwork while in its possession.
- 4.6 Promptly notify the Artist of any damage or loss to the Artwork.
- 4.7 Provide the Artist with notice of any promotional events and exhibition date.



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5. ARTIST RESPONSIBILITIES

The Artist agrees to:

- 5.1 Provide the Gallery with the Artwork in saleable condition.
- 5.2 Supply accurate information about the Artwork for promotional purposes, as well as biographical information, artist photo, website URL if available and social media links, for an artist page to be placed on the gallery website for the exhibition.
- 5.3 Be available for reasonable promotional activities as agreed upon with the Gallery.
- 5.4 Promptly inform the Gallery of any changes in contact information.
- 5.5 Refrain from selling or promoting the consigned Artwork through other channels during the exhibition, unless otherwise agreed in writing.

6. PRICING AND COMMISSION

- 6.1 The retail price for each piece of Artwork shall be mutually agreed upon by the Artist and Gallery.
- 6.2 The Gallery's commission shall be 40% of the retail price.
- 6.3 The Artist shall receive 60% of the retail price.
- 6.4 Any change in pricing must be agreed upon in writing by both parties.
- 6.5 The price for artwork in the exhibition must be consistent with the price for the same piece of art that may be listed on the artist's website or elsewhere.

7. PAYMENT TERMS

- 7.1 The Gallery shall pay the Artist within 7 days of the close of the exhibition.
- 7.2 Payment shall be made by gallery check.

8. INSURANCE AND LIABILITY

- 8.1 The Gallery shall insure the Artwork for its full retail value while in the Gallery's possession.
- 8.2 The Gallery shall be liable for any damage or loss of the Artwork due to the Gallery's negligence.
- 8.3 In the event of damage, the Gallery shall be responsible for the cost of repair.

9. DURATION OF AGREEMENT

- 9.1 This Agreement shall remain in effect from the execution through the close of the exhibition and retrieval of unsold work by the artist.

10. COPYRIGHT AND REPRODUCTION RIGHTS

- 10.1 The Artist retains all copyrights to the Artwork.

11. DELIVERY OF ARTWORK

- 11.1 The Artist is responsible for the delivery of the Artwork to the Gallery. Gallery prefers in-person delivery and will communicate with the Artist separately about delivery dates and times.
- 11.2 In the event that Artwork must be shipped, Artist is responsible for the cost and arrangement of delivery to the Gallery, and Gallery is responsible for cost and arrangement of return of Artwork to Artist.



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11.3 Both parties shall be responsible for proper packing and insurance during transit.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by the laws of North Carolina, USA.

12.2 Any disputes arising from this Agreement shall first be subject to mediation before any legal action is taken.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings. This Agreement may only be amended in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Heather L. Davis, Gallery Owner

UpMarket Gallery

Date:

[ARTIST NAME]

Date:

EXHIBIT A: List and Description of Consigned Artwork

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