

# Groundswell Art Display and Consignment Agreement

1. The artist [REDACTED] and Matthew 25 enter into the following agreement:
2. *AGENCY; PURPOSES.* The artist appoints Matthew 25 as agent for the works of art henceforth referred to as “the artworks” consigned under this agreement, for the purposes of exhibition and sale. The gallery shall not permit the artworks to be used for any other purposes without the consent of the artist.
3. *CONSIGNMENT.* The artist hereby consigns to the gallery, those artworks listed on the attached inventory sheet which is part of this agreement. Additional inventory sheets may be incorporated into this agreement at such time as both parties agree to the consignment of other works of art. All inventory sheets shall be signed by the artist and gallery.
4. *WARRANTY.* The artist hereby warrants that they created and possesses unencumbered title to the artworks, and that descriptions are true and accurate.
5. *DURATION OF CONSIGNMENT.* The artist and the gallery agree that the initial term of consignment for the artworks is to be from [REDACTED] until [REDACTED] and that the artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the artist requests the return of any or all of the artworks or the gallery requests that the artist takes back any or all of the artworks with which request the other party shall comply.
6. *INSTALLATION/DISPLAY.* Matthew 25 will provide standard art track hanging for items. Matthew 25 and the artist will work cooperatively on planning the installation, however the actual installation of all art is the responsibility of the artist. Any installation that will impact or potentially damage Matthew 25 walls will be discussed with Matthew 25 prior to installation. For non-hanging artwork, the artist will provide display stands or other suitable materials for displaying the art/merchandise.
7. *RESPONSIBILITY FOR LOSS OR DAMAGE; INSURANCE COVERAGE.* Matthew 25 will not be responsible for the safekeeping of all consigned artworks while they are in its custody. While it is Matthew 25’s intention to do all we can to protect works of art, the artists recognize that Groundswell is a public space and there is a risk that art may be damaged or stolen while on display. Matthew 25 recommends that artists take out appropriate insurance for the display of artwork.
8. *COVID-19.* Matthew 25 commits to providing a clean and sanitized space and recommends following CDC social distancing guidelines. *An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By utilizing any Matthew 25 venue you voluntarily assume all risks related to exposure to COVID-19.*
  - a. Masks are required to be worn within the space when not eating or drinking.
  - b. Maintain at least 6 feet of separation as much as possible in areas that may lead to close contact (within 6 feet) among other people.
  - c. Wash hands often with soap or hand sanitizer.
  - d. No more than 8 people per table.
9. *FIDUCIARY RESPONSIBILITIES.* Title to each of the artworks remains with the artist until the artist has been paid the full amount owed for the artworks; title then passes directly to the purchaser. All proceeds from the sale of the artworks shall be held in trust for the artist.
10. *REMOVAL FROM GROUNDSWELL.* Matthew 25 shall not lend out, remove from the premises, lease or rent the artworks without permission of the artist.

11. *PRICING; MATTHEW 25'S COMMISSION; TERMS OF PAYMENT.* Matthew 25 shall sell the artwork(s) at the terms and conditions negotiated with the artist and outlined on the attached inventory sheet. **Twenty percent of the sales price will be retained by Matthew 25 as the consignment fee.** Payment to the artist shall be made immediately upon receipt of funds from the sale of said artworks. The gallery assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an artwork.
12. *PROMOTION.* Matthew 25 shall use its best efforts to promote the sale of the artworks. Matthew 25 agrees to provide adequate display of the artworks. As part of the installation, the artist shall identify clearly all artworks with the artist's name.
13. *REPRODUCTION.* The artist reserves all rights to the reproduction of the artworks except as noted in writing to the contrary. The gallery may arrange to have the artworks photographed to publicize and promote the artworks.
14. *TERMINATION OF AGREEMENT.* Notwithstanding any other provision of this agreement, this agreement may be terminated at any time by either party, by means of written notification of termination from either party to the other. In the event of the artist's death, the estate of the artist shall have the right to terminate the agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold artworks shall be returned by the gallery.
15. *PROCEDURES FOR MODIFICATION.* Amendments to this agreement must be signed by both artist and Matthew 25 and attached to this agreement. Both parties must initial any deletions made on this form and any additional provisions written on it.
16. *MISCELLANY.* This agreement represents the entire agreement between the artist and Matthew 25. If any part of this agreement is held to be illegal, void or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This agreement shall not be assigned, nor shall it inure to the benefit of the successors of Matthew 25, whether by operation of law or otherwise, without the prior written consent of the artist.
17. *CHOICE OF LAW.* This agreement shall be governed by the law of the State of Iowa.

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ARTIST/S

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DATE

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MATTHEW 25

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DATE

