

Art Consignment Agreement for exhibits Dedee Shattuck Gallery LLC

The Artist (name, mailing address, e-mail, telephone number):

Stephanie Beck
1518 Bedford Ave, 1R Brooklyn NY 11216
Stephanie@stephaniebeck.org
914.544.2154

Hereafter referred to as "The Artist" and **Dedee Shattuck Gallery LLC**, 1 Partners' Lane, 508-636-4177, hereafter referred to as "The Gallery" hereby enter into the following Agreement:

1. *Agency; Purposes.* The Artist appoints The Gallery as agent for the works of art hereafter referred to as "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 written consent of The Artist.
2. *Consignment.* The Artist hereby consigns to The Gallery, and The Gallery accepts on consignment, those Artworks listed on **the attached inventory sheet**, which is a 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 Artworks. All inventory sheets shall be signed by The Artist and The Gallery representative.
3. *Warranty.* The Artist hereby warrants that they created and possess unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. *Duration of Exhibition.* The Artist and The Gallery agree that the initial term of the exhibition for the Artworks is to be the duration of **Brooklyn Comes to Westport (August 3 -28, 2016)**, and that the Artist does not intend to request their return before the end of this term.
5. *Transportation Responsibilities.* Packing and shipping charges, insurance costs, other handling expenses incurred in the delivery of Artworks from The Artist to The Gallery shall be the responsibility of The Artist. In the event that non-renewal of the agreement is on the part of The Gallery, the packing and shipping charges, insurance costs, and other handling expenses incurred in the return of the Artworks from The Gallery to The Artist shall be the responsibility of The Gallery. In the event that non-renewal of the agreement is on the part of The Artist the shipping and insurance costs incurred in the return of the Artworks from The Gallery to The Artist shall be the responsibility of The Artist. If, by


the completion of the term of consignment, the Artworks remain unsold, the packing and shipping charges, insurance costs, and other handling expenses incurred in the return of Artworks to The Artist from The Gallery shall be the responsibility of The Gallery. Work will be shipped or hand-delivered within 30 days of the final day of the exhibition. Unless otherwise notified, The Gallery will ship or deliver work to address given by The Artists on page 1 of this contract. In any case the risk of loss or damage shall be the responsibility of the shipper.

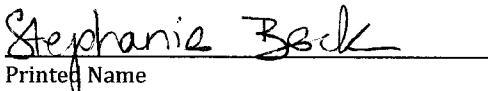
6. *Responsibility for Loss or Damage, Insurance Coverage.* The Gallery shall be responsible for the safekeeping of all consigned works of art while they are in its custody. The Gallery shall be strictly liable to the artist for artwork loss or damage, except for damage resulting from inherent flaws in the Artwork, to the full amount the artist would have received from The Gallery if the Artwork had been sold, unless the Artwork is repairable, at which point The Gallery is responsible only for compensating for the repair of, not for the full value of, the Artworks. The Gallery shall provide The Artist with all relevant information about its insurance coverage for the Artworks if The Artist requests this information.
7. *Fiduciary Responsibilities.* Title to each of the Artworks remains the possession of The Artist until The Artist has been paid the full amount owed to them 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. The Gallery shall pay all the amounts due to The Artist before any proceeds of sales can be made available to the creditors of The Gallery.
8. *Removal from The Gallery.* The Gallery may, for a reasonable period of time as established by the Gallery and approved by the Artist, deliver possession of The Artist's work or works of art to potential purchasers for temporary display at the premises of such potential purchasers.
9. *Installation.* The Artworks are to be delivered by the Sunday before the weekend of the opening (**Sunday, July 31, by 5pm**) and are to be fully installed by The Gallery by the agreed upon opening day of the exhibit, unless otherwise approved by the Gallery due to special circumstances.
10. *De-installation.* De-installation begins the final Sunday of the exhibition no earlier than 3pm. The Artworks should be fully de-installed by The Gallery by 3pm on the following day (Monday).
11. *Pricing; The Gallery's Commission; Terms of Payment.*
 - a. The Gallery and The Artist agree that The Gallery's commission is to be forty percent (40%) of the retail price of the Artwork as stated on the Artworks inventory sheet from the artist. The Artist's commission is to be sixty percent (60%) of the retail price of the Artwork as stated on the Artworks inventory sheet.
 - b. Payment to The Artist shall be mailed by The Gallery within thirty (30) days of the close of the exhibit to the mailing address provided by the Artist in this contract. The Gallery assumes full risk for the failure to pay on the part of any

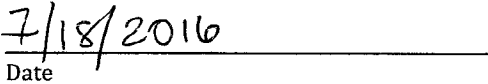
- purchaser to whom it has sold an Artwork. The Artist also agrees that any Artwork of like, kind and quality sold or advertised on the Artist's website or sold directly (not through a gallery) will be comparable to or the same as the pricing as listed on the attached inventory sheet.
- c. If it is determined that The Artist is selling directly to the public at a price that is less than the retail price as listed on the attached inventory sheet, then The Gallery has the right to lower the price on all of the Artworks on exhibition to the same level of pricing that The Artist has charged. The price of the Artwork must remain consistent throughout the term of this contract. Additional inventory sheets may be incorporated into this agreement at any time as such that both parties agree to the consignment of other Artworks.
 - d. Any sale of the Artworks promoted by The Gallery within three months after the final day of The Artist's exhibition at The Gallery is in direct relation to The Gallery's exhibition of the Artworks. Therefore any sale of those Artworks within three months after the final day of the exhibition must be processed through The Gallery. The Artist must disclose any regional representation by a gallery in the Northeast U.S. If the Artist has exclusive regional representation by an accredited gallery, then The Gallery, The Artists, and the regional gallery will agree to a commission percentage between the three parties prior to the start of the exhibition. Payment to The Artist and the regional gallery shall be mailed by The Gallery within thirty (30) days of the close of the exhibit.
12. *Commissioned Work.* If a lead for a commission is begun through The Gallery, then The Gallery will be owed the same percentage of the sale as stated in item (11a/11d).
13. *Discounting.* In rare cases, The Gallery may offer a discount to repeat Dedee Shattuck Gallery collectors, to licensed art agents, or to other special clients. If the discount is 10% or less, it will be shared equally by The Artist and The Gallery. If the discount exceeds 10%, the first 10% will be shared equally, and the remainder will be the responsibility of The Gallery.
14. *Promotion.*
- a. The Gallery shall use its best efforts to promote the sale of the Artworks. The Gallery agrees to provide adequate display of the Artworks. The Gallery and The Artist shall agree in advance on the division of artistic control and of financial responsibility for expenses incurred in The Gallery's exhibitions and other promotional activities undertaken on The Artist's behalf. The Gallery shall identify clearly all Artworks with The Artist's name. The Artist's name shall be included on the bill of sale of each of the Artworks.
 - b. In the event that a catalog is designed and printed for the exhibition, 5 catalogs will be given to every artist in a group show and 10 catalogs will be given to The Artist of a solo show.
15. *Reproduction.* The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery reserves the right to use images of Artworks for the purpose of publicizing The Artist and The Gallery, including but not limited to,

postings on The Gallery website, social media sites, mailings, and press outlets. In every instance of such use, The Artist shall be acknowledged as the creator. The Gallery shall include on each bill of sale of any Artwork the following legend "The Artist retains all rights to reproduction."

16. *Online Sales.* The Gallery promotes all Artwork by The Artist on our online webpage www.dedeeshattuckgallery.com. For the duration of the exhibition the Artworks may be promoted and sold online on this page. The Gallery will continue to promote The Artworks on www.dedeeshattuckgallery.com as long as the Artwork remains unsold. If The Artist does not wish to be promoted on www.dedeeshattuckgallery.com during the exhibition, then notice must be given to the gallery prior to the beginning of the exhibition.
17. *Termination of Agreement.* Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either The Gallery or The Artist, 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. In such cases, all accounts shall be settled and all unsold Artworks shall be returned by The Gallery within thirty (30) days of the notification of termination.
18. *Procedures for Modification.* Amendments to this Agreement must be signed by both The Artist and The Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written on to it.
19. *Miscellany.* This Agreement represents the entire agreement between The Artist and The Gallery. 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 thereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the Gallery, whether by operation of law or otherwise, without the prior written consent of the Artist.
20. *Choice of Law.* This Agreement shall be governed by the law of the Commonwealth of Massachusetts.


Signature of the Artist


Printed Name


Date


Signature of Authorized Gallery Representative

Jodi Stevens, Lead Curator
Printed Name

April 14, 2016
Date

Art Consignment Agreement for Exhibitions
Dedee Shattuck Gallery LLC
 1 Partners Lane, Westport, MA 02790, Tel. 508.636.4177

ARTWORKS LIST

Title	Date	Dimensions	Medium	Edition	Price
Settlements	2008	12x12 unframed	cut paper, graphite, glue	—	\$800 unframed \$950 framed
Museum Complex	2007	8x8 unframed ink	cut paper, graphite, glue	—	\$700
Midtown	2012	10x10 in. unframed	cut paper, graphite, glue	—	\$800 unframed
hexagonal) Hanging Tower #1	2016	143" in. x 12.5 x 12.5	cut paper, graphite, glue, monofilament	—	\$2,200
Hanging Tower #2	2016	117.75 x 11 in.			
Hanging Tower #3					\$1,200
hexagonal) Hanging Tower #2	2016	117.75 x 11 x 11 in.	cut paper, graphite, glue, monofilament	—	\$1,200
hexagonal) Hanging Tower #3	2016	111.25 x 4.5 x 9.5 in.	"	—	\$1,200
cube) Hanging Tower #4	2016	118.5 x 11 x 11 in.	"	—	\$1,500
triangular) Hanging Tower #5	2016	128.75 x 10.25 x 10.25 in.	"	—	\$1,800

Stephan Beck
 Signature of the Artist
Stephanie Beck
 Printed Name
7/31/16
 Date

Jodi Stevens
 Signature of Authorized Gallery Representative
Jodi Stevens
 Printed Name
Aug 3, 2016
 Date