Gallery Agreement Checklist for Artists

Use this before signing. Check each item after reviewing the proposed terms.

Gallery: _____ **Artist:** _____

Agreement / exhibition: _____ **Date:** _____

1 AGREEMENT AND ARTWORK

- ☐ Is this a consignment for specific works or a broader representation agreement?
- ☐ Is there an itemized inventory with titles, dimensions, retail prices, and condition?
- ☐ Are the start date, end date, renewal terms, and notice requirements clear?

2 COMMISSIONS, PRICES, AND DISCOUNTS

- ☐ What commission percentage applies, and are any additional fees charged?
- ☐ Who sets retail prices? Can the gallery change prices or offer discounts without approval?
- ☐ How are discounts shared, and what is the commission on a discounted sale?
- ☐ Are commissions due on direct sales or sales to gallery-introduced collectors after termination?

3 COSTS, SHIPPING, AND FRAMING

- ☐ Who pays for shipping to the gallery, delivery to buyers, and return of unsold work?
- ☐ Who pays for framing, installation, photography, advertising, and special handling?
- ☐ Can the gallery deduct expenses from sale proceeds? Must you approve them in advance?

4 INSURANCE AND RESPONSIBILITY

- ☐ Who insures work in transit, on display, and in storage, including off-site storage?
- ☐ What happens if artwork is lost, stolen, or damaged? How is compensation calculated?

Notes / terms to clarify:

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Review restrictions, storage, payment, and the end of the relationship.

5 CONSIGNMENT PERIOD AND STORAGE

- [ ] How long can the gallery keep each work, including after an exhibition ends?
- [ ] Will work be stored during a seasonal closure? Where, under what conditions, and for how long?
- [ ] Can you retrieve work on written notice? How much notice is required?
- [ ] Can the gallery move, lend, or consign your artwork elsewhere without written permission?

6 EXCLUSIVITY AND MARKETING

- [ ] Is representation exclusive? If so, for what geographic area, work, and time period?
- [ ] Can you sell through your website, other galleries, fairs, or to existing customers?
- [ ] What marketing, exhibition, and collector outreach will the gallery provide?

7 SALES REPORTING AND PAYMENT

- [ ] When will the gallery notify you of a sale and provide an itemized statement?
- [ ] When will you be paid? What happens if a buyer pays in installments?
- [ ] How will taxes, refunds, returns, and chargebacks be handled?

8 TERMINATION AND RETURN OF ARTWORK

- [ ] How can either party end the agreement, and how much notice is required?
- [ ] When and how will unsold work be returned? Who pays and insures return shipping?
- [ ] What happens to unsold work and unpaid proceeds if the gallery closes or changes ownership?

CHANGES REQUESTED / TERMS AGREED UPON

Before signing: Get all agreed changes in writing and keep a signed copy with your inventory.

This checklist is general business information, not legal advice. Laws vary by location.