

Hangar 1018 Artist-Gallery Contract

This AGREEMENT is made on _____(date), by and between _____(hereinafter referred to as the "Artist") and Hangar 1018 Productions, LLC, for the exhibition of art at The Hangar 1018 Gallery and Studios (hereinafter referred as the "Gallery"), located at 1018 S. Santa Fe Ave. Los Angeles, CA 90021.

Term and Termination. The term for the exhibition of art under this agreement shall begin when the art is delivered to the Gallery or on the date, if any, specified below, and shall end on the date, if any, specified below or when terminated by either the Artist or the Gallery. Terminated by either party shall be upon notice of seven calendar days, unless shorter notice is agreed upon. On termination, custody of all works consigned hereunder shall immediately be returned to the Artist, who shall promptly remove the works from the space.

Exhibition. The Gallery shall provide a participation for the Artist in a gallery or group show in the exhibition space located at 1018 S. Santa Fe Ave. Los Angeles, CA 90021, for the artwork identified below, under the terms set forth in this agreement. The exhibition shall include (initial and complete one or more of the following):

_____ A. Continuous display. The designated artwork will be kept on display on the walls or in other display areas while events are occurring in the Gallery space, when the Gallery is otherwise open to the public, or by appointment at reasonable hours at the request of the Artist. The placement and times of the display shall be at the sole discretion of the Gallery. The artwork shall be delivered by the Artist to the Gallery on _____(time and date) and displayed thereafter until _____ (date, or, if "open", until the display period is terminated by the Artist or the Gallery).

_____ B. Show or Event. The designated artwork will be on display on the walls or in other display areas for an event by the Gallery entitled _____, beginning _____(date) and ending _____ (date). The placement shall be at the sole discretion of the Gallery or the Show sponsor, and the times of the display shall be in accordance with those of the scheduled event. The artwork shall be delivered by the Artist to the Gallery before the event and removed by the Artist at the end of the event or as set forth under option A if also selected. Event rules and terms may apply.

_____ B1. Off-site Event. The Show or Event may include the display of the artwork off of the premises of the Gallery, for an event entitled _____, beginning _____(date) and ending _____ (date). Off-site event rules and terms may also apply.

Commissions. The Gallery shall receive a commission of ___ percent of the retail price of each work sold. Unless the Artist has specified that a price is firm, the Gallery may discount the price by an amount not exceeding its commission, which discount shall be deducted from the Gallery's commission. Where discount sales are approved by the Artist, the discount shall be treated as a reduction in the price, and the Gallery's commission shall be computed on the discounted price.

Prices. The Gallery shall sell the works at the retail prices shown below or on a separate Record of Consignment. Artists shall collect all their unsold artwork by the end of the exhibiting period stated above. Failure to do so, shall result in the imposition of storage and handling charges to the Artist, with all risk of loss to the Artist, and gives the rights to the Gallery after ten days to discard or otherwise dispose of uncollected pieces.

Expenses. The Gallery may charge the cost of extra materials or services provided to the Artist either in accordance

with a schedule or other notice provided to the Artist before the costs are incurred.

Payments. The Gallery shall pay the Artist all net proceeds due to the Artist within thirty days of sale. No sales on approval or credit shall be made by the Gallery without the consent of the Artist and, in such cases, the first proceeds received by the Gallery shall be paid to the Artist until the Artist has been paid all proceeds due.

Accounting. The Gallery shall provide the Artist an accounting upon the Artist's request. Each accounting shall list each work consigned and its disposition, and shall state for each work sold during the accounting period: the title of the work, the date of sale, the sale price, the name and address of the purchaser, and the amounts due the Gallery and the Artist. The accounting shall state the location of all works consigned to the Gallery that have not been sold. A final accounting shall be provided within ten days of expiration or termination of display term.

Loss or Damage. The Gallery shall be responsible for losses up to, and not over, \$200 for art stolen or damaged and for no other losses, and for no indirect, incidental or consequential damages. The Gallery shall provide security at the door that keeps watch on individuals entering and leaving the premises and will secure and watch over the artwork to the best of its ability. The Artist is encouraged to consider purchasing insurance, particularly on works that are expensive. The Gallery is not responsible for damage caused by natural disaster, water, fire, earthquake, environmental factors, or circumstances beyond the Gallery's control.

Security Interest. The Artist has title to and a security interest in any works consigned or proceeds of sale under this Agreement. In the event of a default by the Gallery, the Artist has all the rights of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Gallery's creditors. The Gallery agrees to execute a financing statement or such other documents that the Artist may require to perfect its security interest in the works. Title to all works shall directly pass from the Artist to a purchasing party, except that title to work purchased by the Gallery shall pass only upon full payment to the Artist. The Gallery shall not pledge or encumber any works of the Artist in its possession, nor incur any charge or obligation in connection therewith for which the Artist may be liable.

Assignment. This Agreement shall not be assignable by either party hereto, provided, however, that the Artist shall have a right to assign money due the Artist hereunder.

Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration before January 1st, 2008 in Los Angeles and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum of less than \$ 500.

Modifications. All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between parties hereto.

Web Sales. All artwork exhibited at Hangar 1018 may also be photographed for sale on Hangar 1018. Artwork on the site will be posted on the site indefinitely until appropriately sold or requested by the Artist to be removed. Artwork sold from the Hangar 1018 website will be sold at the regular commission set forth above with the Artist receiving the balance of the proceeds.

Governing Law. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist _____ Gallery _____

Title _____

Price \$ _____ *see other side for more titles and prices