

EXHIBITION CONSIGNMENT AGREEMENT

ARTIST: Elisabeth Buchel
ADDRESS: Neudorfstrasse 607
FL-9493 Mauren
Liechtenstein

CONTACT:
phone: +11 423 373 4658
fax: +11 423 373 6258

GALLERY: CP ARTSPACE
1350 I St. NW
Washington, DC 20005
202-326-0447 ph
202-326-0448 fx

hereby enter into the following Agreement:

1) **AGENCY:** The artist appoints as agent for the works of art ("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 purpose without the written consent of the Artist. This Agreement applies only to works consigned under this Agreement and does not make The Gallery a general agent for any other works.



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 part of this Agreement.

3) **WARRANTY:** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are fair and accurate.

4) **DURATION:** The Artist and The Gallery agree that the term of consignment is to Friday, December 12, 2003.

5) **TRANSPORTATION RESPONSIBILITIES:** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to The Gallery and in their return to the Artist, are the responsibility of the Artist.

6) **RESPONSIBILITY for LOSS or DAMAGE, INSURANCE COVERAGE:** The Gallery shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. The Gallery shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks), to the full amount the Artist would have received from The Gallery if the Artworks had been sold.

7) **REMOVAL from GALLERY:** The Gallery shall not lend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.

8) **PRICING; COMMISSION; TERMS of PAYMENT:** The Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. The Gallery and the Artist agree that the Gallery's commission is to be 50% of the Retail Price. Any change in the Retail Price, or in The Gallery's commission must be agreed to in advance by the Artist and The Gallery.

9) **PROMOTION:** The Gallery shall use its best efforts to promote the sale of the Artworks, including adequate display of the Artworks and the undertaking of such mailings and promotional

S.T.
30%

activities as agreed to, in advance, by the Artist and The Gallery. The Gallery shall identify clearly all Artworks as to the Artist's name, and the Artist's name shall be included on the bill of sale of each of the Artworks.

10) **REPRODUCTION:** The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery will not permit any of the Artworks to be copied, photographed or reproduced without the written permission of the Artist. In the instance of such use, the Artist will be acknowledged as the creator and copyright owner of the Artwork.

11) **TERMINATION:** Notwithstanding any other provision of this Agreement, this Agreement will be terminated on December 12, 2003 (when Artwork, if not sold, will be returned to the Artist).

12) **CHOICE OF LAW:** This Agreement shall be governed by the law of Washington, D.C.



LENGTH OF CONTRACT
From Nov. 7, 2003 To DEC. 12, 2003

Consented and Agreed to: Artist

Elisabeth Buchel

Consented and Agreed to: The Gallery

Maron Trumbull

Attachments: One / Inventory Sheet

***Additional Services,** Agreed to by The Gallery for: Elisabeth Buchel Exhibition

- 1) Printing of 500 Invitations/ Announcements, including all costs incurred for layout and printing services
- 2) Mailing and distribution of cards, with 150 (+/-) reserved for distribution by the Artist. (In this case, by the Embassy.)
- 3) Opening Reception for the Artist, to include food, beverages, set-up and clean-up. Event to take place after regular business hours at The Gallery..
- 4) Use of the lobby of 1350 I Street, free of lease charge, for a reception to be hosted by the Embassy of the Principality of Liechtenstein. Staff to have the Gallery open for this evening event.
- 5) Re-crating of Artworks at close of show. All costs for local shipping of Artworks sold during Time of Contract.