



UNIVERSITY OF MINNESOTA
REEDY GALLERY
ART CONSIGNMENT AGREEMENT

THIS ART CONSIGNMENT AGREEMENT (the “**Agreement**”) is effective as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”) and _____ (the “**Artist**”). This Agreement is entered into by the University through the Reedy Gallery at the Minnesota Landscape Arboretum.

University and the Artist agree as follows:

- 1. Consignment.** The Artist consigns to University and University accepts on consignment, those works of art set forth on the attached Exhibit A. The Artist hereby warrants that he/she created all of the works of art listed on Exhibit A and that the Artist possesses all legal rights in them. Title to the works of art shall remain with the Artist until sold and the Artist's portion of the sale proceeds are remitted to the Artist. The Artist and University may supplement Exhibit A from time to time.
- 2. Display of Works of Art.** University agrees to display, promote and sell the works of art to its customers and Artist agrees that it will not offer works of similar size and quality at lower prices, or contact University's customers directly. University shall be responsible for the safekeeping of all consigned works of art.
- 3. Term.** The term of this Agreement will be for 3 [months] [years], provided, however, that either party may terminate this Agreement upon 30 days' written notice to the other.
- 4. Delivery and Pick-Up of Art Work.** Packing and shipping expenses and risk of loss incurred in delivery or pick-up of works of art to University shall be the responsibility of the Artist. The Artist will promptly pick up unsold works of art at the end of the term. Any works of art that remain with the University after the end of the term will accrue a storage fee in the amount of 1% of the sale price of the works of art for each month the works remain at the University.
- 5. Pricing.** University shall offer the works of art for sale at the prices set forth in Exhibit A. It will not accept any lesser price, without the prior written consent of the Artist. Absent a prior written agreement, no work of art shall be sold without payment in full.
- 6. University's Commission.** University shall be entitled to receive a commission equal to 50% of the sale price of the works of art.
- 7. Reproduction.** The Artist reserves the copyright in all works of art. University may, for the sole purpose of promoting the works of art, photograph them for inclusion in a catalog, or other promotional materials so long as, in each instance, the Artist is credited as the creator of the work and the holder of the copyright.

8. Inspection of Gallery's Records. University agrees to maintain books and records, in the ordinary course of business, showing all activities involving the works of art. University further agrees to provide an accounting to the Artist on a quarterly basis. The Artist shall have the right to inspect University's books and records as they pertain to the works of art.

9. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: University of Minnesota
Minnesota Landscape Arboretum
Attn.: Wendy DePaolis
3675 Arboretum Drive
Chaska, MN 55318
Telephone: (952) 443-1400
E-mail: depao008@umn.edu

With a copy of University of Minnesota
default notices to: Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to Artist:

Facsimile No.:
E-mail:

10. Governing Law. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

11. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

12. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNIVERSITY'S TOTAL LIABILITY IS LIMITED TO THE AMOUNT THE ARTIST WOULD HAVE RECEIVED HAD A WORK OF ART BEEN SOLD.

13. Responsibility. Subject to applicable law, including the Minnesota Tort Claims Act, Minn. Stat. §3.736, each party shall at its own expense be solely responsible for the defense and settlement of any and all claims, losses, liabilities, direct damages, demand, loss, expenses and costs (including attorneys' fees and court costs) caused by the party's (a) breach of this Agreement, or (b) the gross negligence or willful misconduct of the party's employees or agents.

14. Entire Agreement. This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

15. Assignment; Amendment. The Artist shall not assign any of its rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of University. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

16. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

IN WITNESS WHEREOF, University and Artist hereby execute this Agreement as of the date set forth below.

Regents of the University of Minnesota

Artist: _____

By: _____

Name:

Signature

Title:

Date: _____

Date: _____

EXHIBIT A

Works of Art

1.	Title Medium	Size Retail Price \$
2.	Title Medium	Size Retail Price \$
3.	Title Medium	Size Retail Price \$
4.	Title Medium	Size Retail Price \$
5.	Title Medium	Size Retail Price \$
6.	Title Medium	Size Retail Price \$
7.	Title Medium	Size Retail Price \$
8.	Title Medium	Size Retail Price \$