Contract for Exhibition of Artwork and Sale of Prints

This is an agreement entered into on _____, 2012 between
Month, Day

_____(hereinafter referred to as the "Illustrator"),
First Name, Middle Name, Last Name

located at _____
Street Address, City, State, (Include Country if outside the United States)

and Folsom Street Foundry, LLC (hereinafter referred to as the "Gallery"),

located at 1425 Folsom Street, San Francisco, California.

1. Scope of Agency. The Illustrator appoints the Gallery to act as Illustrator's nonexclusive agent for the exhibition of digital media artworks and for the reproduction, exhibition, and sales of prints of such digital media artworks. The Gallery shall document receipt of all works consigned hereunder by signing and returning to the Illustrator a Record of Consignment in the form annexed to this contract as Appendix A. This agency shall cover only artworks recorded under the Record of Consignment.

2. Term and Termination. This agreement shall have a term of 5 years and may be terminated by either party giving thirty (30) days written notice to the other party. On termination, all works consigned hereunder shall immediately be returned to the Illustrator at the expense of the Gallery.

3. Commissions. The Gallery shall receive a commission of 25 percent of the net profit from the sales of each print sold, after the costs of printing, framing, and delivery of the artwork have been deducted. The remaining 75 percent of the net profit from the sales of each print shall be the complete compensation to the Illustrator for each sale.

4. Prices. The Gallery shall sell prints of the artworks at the prices shown on the Record of Consignment, subject to the Gallery's right to suspend sales of any prints that would otherwise be sold for less than the cost of printing, framing, and delivering them.

5. Payments. The Gallery shall pay the Illustrator all proceeds due to the Illustrator within thirty days of sale.

6. Accounting. The Gallery shall furnish the Illustrator with an accounting every month in the form attached hereto as Appendix B, the first such accounting to be given on the first day of July, 2012. Each accounting shall state for each print sold during the accounting period the following information: the title of the work, the date of sale, the sale price, the costs of printing, framing, and delivery, and the amounts dues the Gallery and Illustrator. A final accounting shall be provided in the event of termination of this Agreement.

7. Inspection of Books. The Gallery shall maintain accurate books and documentation with respect to all transactions entered into for the Illustrator. On the Illustrator's written request, the Gallery will permit the Illustrator or the Illustrator's authorized representative to examine these books and documentation during normal business hours at the Gallery.

8. Copyright, Reproduction, and License. The Illustrator shall retain all copyrights in and to the artwork. Registration of all copyrights in the consigned artwork remains the sole responsibility of the Illustrator. The Gallery shall take all steps necessary to ensure that the Illustrator's copyright in the

consigned works is protected, including but not limited to reproducing any copyright notices and signatures on all reproductions of the artworks as they appear in the consigned digital artworks furnished by Illustrator. The Illustrator grants the Gallery the nonexclusive right to exhibit and to modify, adapt, change or otherwise alter the consigned digital artworks (*e.g., change the size*) and to produce prints of the consigned digital artworks for sale and to include images of the consigned digital artworks in the Gallery's catalog and promotional materials, provided such catalog and promotional materials are not offered for sale. The Illustrator is free to grant similar rights to others during the term of this Agreement.

9. Assignment. This Agreement shall not be assigned by either party hereto, provided, however, that the Illustrator shall have the right to assign money due him or her hereunder.

10. Warranties. Illustrator represents and warrants all of the following; that Illustrator is the sole author of all artworks consigned under this agreement and that Illustrator has the right, power, and authority necessary to enter into this Agreement, and to grant the licenses set forth in paragraph 8 above, including but not limited to all rights necessary for the exhibition, reproduction, and distribution of the consigned digital artworks; that Illustrator has obtained all necessary third-party consents, rights, licenses and permissions, if any, required for Illustrator to enter into and perform this Agreement and to grant the Gallery the rights to use the consigned digital artworks set out in this Agreement (including, without limitation, consents and permissions from owners of any elements that are used in the consigned digital artworks); that no one else is entitled to receive the monies to be paid to Illustrator under this agreement; that Illustrator is responsible for all licensing, reporting and payment obligations of any kind to third parties in connection with the consigned digital artworks; that Illustrator is over the age of eighteen or, if not, that Illustrator is an emancipated minor by order of a court of competent jurisdiction; that if the Illustrator or any member of the Illustrator's group is a minor, Illustrator hereby warrants that Illustrator has the legal right to execute this Agreement on behalf of the minor artist and guarantee such person's performance of the terms of this Agreement. These warranties shall survive any termination of this Agreement.

11. Originals. Illustrator and only Illustrator is responsible for maintaining at Illustrator's expense and in facilities owned or controlled only by Illustrator any and all original materials or so-called back-up copies of all or any part of the consigned digital artworks.

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

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

14. Validity. In the event that any provisions of this Agreement should be held to be void, void-able or unenforceable, the remaining portions hereof shall remain in full force and effect.

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

Illustrator: _____ Gallery: Folsom Street Foundry, LLC

By: _____

APPENDIX A: Record of Consignment

This is to acknowledge receipt of the following works of art on consignment:

	Title	Format	Description	Retail Price
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____

Gallery: Folsom Street Foundry, LLC

By: _____

APPENDIX B: Statement of Account

Date: _____, 2012
Accounting for period from _____, 2012 through _____, 2012
The following prints were sold during this period:

Title	Date Sold	Sale Price	Printing Cost	Framing Cost	Delivery Cost	Gallery Share	Illustrator Share

The total due you of $ _____ is enclosed with this Statement of Account.

Gallery: Folsom Street Foundry, LLC

By: _____