



What to Know About Contracts with Galleries

By Jane Cowles

Most artists want to have a gallery represent them to handle “business side” of art and allow them more time to create. This is a great opportunity, but you want to make sure that you are not leaving too much in the hands of the gallery. When an artist enters a contractual representation with a gallery to sell their art, the gallery becomes their agent. As an artist, it is essential that you understand all the powers the gallery has on your behalf. Here are a few things to pay careful attention to when reviewing contract terms with a gallery:

- **Rights and Responsibilities:**

This paragraph lists both your obligations and the gallery’s obligations. It covers things like whose duty it is to insure artwork, deliver and install artwork, provide images for media, promote, be present at the gallery space, and gallery reception date and expenses. The gallery acts as the artist’s agent and as such has a good faith duty to publicize and sell artwork. In return, the artist agrees to provide a set amount of artwork, be present at the gallery space at certain times, provide biographical information and details about the artwork. At no time does the gallery ever become owner of the artwork and at no time can the gallery use an artist’s artwork to finance debt.

- **Exclusivity:**

Depending upon the terms of the contract, an artist can be represented by more than one gallery at once. It is important to clarify in writing whether the artist will use the gallery as its only agent or whether the artist is represented by more than one gallery. If the artist has relationships with more than one gallery, it is important that the artist specifies the geographical locations, types of artworks, and duration of show. If these details are not clear, galleries could be competing with one another to sell the artist’s work.

- **Expenses:**

Carefully review this section to understand your financial liabilities. Each gallery will have a different policy. Some galleries charge a fee to rent the space. In other cases, the artist pays to retain the gallery as his agent for a specific time period. In both cases, the gallery will take a commission on top of the upfront fees. If the artist retains the gallery, the gallery should pick up all advertising costs, shipping costs, and the cost of a reception. Remember, if a gallery charges too many fees up, they have less incentive to sell your work.

- **Duration:**

Be sure to review the time commitment and your ability to cancel the contract if the relationship is not working as you had hoped. It is best to start with a 6-month to 1-year contract with the right to renew. This way the gallery and artist can meet before renewal and discuss which aspects of the relationship are working and which areas need improvement.

As with any contract, you must carefully review all terms and preferably have an attorney review them with you.

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