

## CONSIGNMENT AND SALES AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, referred to herein as "Dealer", located at \_\_\_\_\_ and the individual named below referred to herein as "Artist".

ARTIST: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

S.S. #: \_\_\_\_\_

TITLE OF ARTWORK & COST: \_\_\_\_\_

1) AGENCY, PURPOSE: The Artist does hereby appoint Dealer as agent for the purpose of displaying, distributing, exhibiting and selling of the Artist's work(s) of art hereafter referred to as "Artwork(s)." Dealer shall not permit the Artwork(s) to be used for any other purpose without the express consent of the Artist.

2) ARTWORK: The Artwork consigned for exhibition and sales by Dealer as agent for the Artist will be enumerated, described and priced at wholesale (the "Wholesale Price"), i.e., the price to be paid to artist in exchange for the Artwork, as described in Schedule A of this Agreement.

3) WARRANTY: The Artist hereby warrants that he/she created and possesses unencumbered title to the Artwork(s), and that the descriptions as provided to Dealer are true and accurate. In addition, each Artwork is signed and attributed to the Artist.

4) CONSIGNMENT: The Artist hereby consigns to Dealer and Dealer accepts on consignment those Artwork(s) described in full on the accompanying Consignment Inventory. Additional Artwork(s) mutually agreed upon may also be incorporated into this agreement by adding their description to the Consignment Inventory upon mutual written consent of both parties.

5) TRIAL PERIOD: The Artist and Dealer agree that the initial term of consignment for the Artwork(s) shall be for a "trial period" of 60 days, after which time, if Dealer determines a lack of interest or sales activity in the Artwork(s), it shall be returned to the Artist at the Dealer's expense, or held for pick-up by the Artist per the Artists' instructions.

6) DURATION OF CONSIGNMENT: This consignment agreement will remain in force for one year, or until the Artist requests the return of any or all of the Artwork(s) by written notice. This Consignment Agreement may be extended by mutual written thirty (30) days consent.

7) ARTIST RESPONSIBILITY: The Artist shall be required to send Dealer appropriately framed Artwork in good condition unless otherwise specified by Artist prior to shipping and agreed upon by Dealer. The Artist will furnish Dealer with biographical data, data regarding prospective and

existing collectors, exhibition history and advice, cooperation and assistance in advertising, merchandising and publicizing the Artist's work

8) **TRANSPORTATION RESPONSIBILITIES:** 1) Packing, shipping and insurance costs, liability and all handling expenses incurred in the delivery of the Artwork(s) to Dealer shall be assumed by the Artist. 2.) The same to be incurred for return of the Artwork(s) or to any other agreed upon point shall be assumed by Dealer.

9) **REMOVAL FROM FACILITY:** Dealer will not permit any consigned work(s) of Art to remain in the possession of a potential customer for the purpose of sale on approval for a period exceeding 10 days. In this event, Dealer and Client will assume responsibility for the Artwork(s) during this period.

10) **PROMOTION:** Dealer shall use its best efforts to promote the Artwork(s) of the Artist. The Dealer shall identify clearly all Artwork(s) with the Artist's name, title, media and related information. The Artwork(s) listed on the Consignment Inventory shall be displayed by dealer during specified exhibition period. It is at the Dealer's discretion how many pieces of the Artist's Artwork will be displayed and in what manner.

11) **PAYMENT TO THE ARTIST:** Dealer and Artist agree that payment to the Artist will be equivalent to the wholesale amount determined by the Artist listed on the Consignment Inventory ("Wholesale Price"). Dealer may elect to purchase Artwork(s) at the consigned Wholesale Price at any time. Dealer will determine the retail price. Artwork(s) shall not be sold by Dealer at a price that is less than the Artist's consigned Wholesale Price except by express permission of the Artist. Payment of monies due to Artist under this agreement shall be paid within thirty(30) days from receipt of full payment by the Dealer from the third-party purchaser. Artist agrees that Dealer may, at its discretion, permit a third party purchaser to return Artwork(s) to Dealer within seven (7) days in exchange for a credit or refund in the amount of the actual sales price. If Artwork(s) is returned and Artist has received payment for said Artwork(s), Dealer will, as an option make appropriate deductions in future payments to the Artist or require Artist to return payment relating to the Artwork(s) to the Dealer.

12) **REPRODUCTION:** The Artist reserves all rights to the reproduction of the Artwork(s) except as noted in writing to the contrary. (The Artist will not withhold permission for the reproduction of such works for promotional and marketing purposes by Dealer.)

13) **EXPENSES:** Cost of appropriate framing is the responsibility of the Artist. Under special arrangements, Dealer may deem it necessary to assume framing cost which will be deducted as reimbursement from the total sales price of said Artwork(s). Promotion, advertising costs and costs of exhibitions shall be absorbed by Dealer with the exception of Third Party Exhibitions, in which case such expenses will be subject to negotiation and agreement by both the Artist and Dealer prior to a show, and under separate contract.

14) **INSURANCE:** Undersigned Artist agrees and understands that Dealer is not responsible or liable for damage or loss of Artwork(s) caused by or resulting from flood, volcanic eruption, earth movement including, but not limited to earthquake, landslide, mud flow, earth sinking, rising, shifting, or Acts of God.

15) **RESPONSIBILITY FOR LOSS OR DAMAGE:** Dealer shall furnish and maintain a suitable place for storage of Artwork(s) and keep such Artwork(s) insured against loss or theft. In the event of the above, Wholesale Prices assigned to the Artwork(s) by the Artist and agreed upon by dealer will be reimbursed. Artist will bear the risk of loss of or damage to any Artwork(s) during transport to Dealer, or from the Artist's removal of said Artwork(s) from the Dealer.

16) **TERMINATION OF AGREEMENT:** This Agreement may be terminated at any time by 30 days written notification of cancellation from either party. In the event of the Artist's death, the estate of the Artist will have the right to terminate the Agreement. All accounts will be settled and any unsold Artwork(s) returned to the Artist or in the case of the Artist's death the personal representative or executor within 30 days of that notification of termination.

17) **ACCOUNTING:** Dealer agrees to provide Artist with an annual accounting to include the following information: the title of the Artwork(s) sold, date of sale, sale price, name and address of purchaser, when available. An accounting will be provided upon request by Artist or in the event of termination of this Agreement.

18) **INTEGRATION:** This Agreement constitutes the entire understanding between the parties. Its terms can only be modified in writing when signed by both parties.

19) **NOTICES AND CHANGES OF ADDRESS:** All notices shall be sent to the Artist at the address specified in this Agreement. Each party agrees to give written notification of any change of address prior to date of said change.

20) **INDEMNIFICATION:** Artist agrees to indemnify Dealer against all costs and expenses (including reasonable attorney's fees) incurred by Dealer in connections with any claims made against Dealer that the Artwork(s) is not an original creation of Artist or infringes upon a third-party's copyright.

21) **GOVERNING LAW:** This agreement shall be governed by the law of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

DEALER: \_\_\_\_\_

ARTIST: \_\_\_\_\_

(signature)

\_\_\_\_\_  
(name types or printed)

DATE: \_\_\_\_\_