

Consignment Agreement

Parties to this Agreement:

Consignor (Artist/Owner): _____

Address: _____

Telephone: _____ E-mail: _____

Consignee (Agent/Seller): _____

Address: _____

Telephone: _____ E-mail: _____

I, (Consignor) , hereby consign to Consignee the artworks listed in Schedule A which is attached to this agreement. I am the sole owner of the artworks, and they are free and clear of all claims, liens and encumbrances.

The Schedule A artworks are hereinafter collectively called "The Artworks," and a single artwork is sometimes called "The Artwork." This consignment is made to Consignee on the following terms and conditions:

1. The purpose of the consignment is to enable Consignee to endeavor to sell The Artwork(s) for Consignor. Consignee will exert reasonable efforts to do so.
2. If Consignee sells an artwork, he/she will notify Consignor promptly and remit the consignment price thereof (the net consignment price indicated on Schedule A) within _____ days after the date of the sale.
3. Artwork will be not be sold for less than the consignment price unless Consignor has authorized such sale.
4. Until a sale is consummated and the purchase price paid to Consignor in full, title to The Artwork(s) will reside with Consignor. Upon completion of the sale as aforesaid, title will pass directly from Consignor to the purchaser.

5. At his/her discretion, Consignee may extend credit to purchasers of The Artwork(s) at Consignee's sole risk, and shall pay Consignor regardless of whether or not the purchaser pays Consignee. Consignee may contact Consignor regarding his/her agreement to delayed payment.

6. Consignee will safely hold The Artwork(s) in trust for Consignor's benefit until they are sold and delivered, and will not pledge or encumber them nor incur any charge or obligation in connection therewith for which Consignor may be liable.

7. During the period of the consignment from START DATE – END DATE, Consignee will safely store The Artwork(s) at the above stated address where he/she will exhibit them to prospective purchasers. Consignee will not reassign The Artwork(s) or remove them or permit them to be removed from the premises without Consignor's permission.

8. Consignee is responsible for the safe keeping of The Artwork(s). If any of The Artworks are lost, destroyed, stolen, or otherwise compromised, Consignee will notify Consignor immediately, and will compensate Consignor for the price of The Artwork(s) within 30 days of notification.

9. Consignee will insure The Artwork(s) against all risks for Consignor's benefit while they are in Consignee's possession. Such insurance will be in an amount not less than the aggregate of the consignment prices indicated in Schedule A.

10. Except as otherwise provided in clause 5, this consignment agreement will continue for a period of _____ from the date hereof. Upon the expiration of the consignment period, Consignee will return The Artwork(s) to Consignor in the same condition they were received. If both parties agree, Consignee may continue to keep The Artwork(s) on consignment on the terms and conditions herein set forth; however, Consignor retains the right to terminate this consignment agreement at any time after providing thirty days' notice to Consignee.

11. If Consignee becomes insolvent, or if a petition in bankruptcy is filed by or against Consignee, or if Consignee violates any law, or if a receiver or trustee is appointed for Consignee's assets or property, or if a lien or attachment is obtained against Consignee and not vacated or bonded within 20 days, this agreement will immediately come to an end, and The Artwork(s) will be returned to Consignor, together with any monies owed to Consignor.

12. All costs in connection with the packing, insurance and transportation of The Artwork(s) from Consignor's premises to Consignee's premises shall be borne by Consignor. All costs in connection with delivering The Artwork(s) to a purchaser will be borne by Consignee. All costs in connection with delivering unsold art back to Consignor will be borne by Consignee.

13. Consignor warrants to Consignee that The Artwork(s) is/are original and genuine works of art, that all artist signatures on all artworks are true and correct, and that the artworks are as represented in Schedule A.

Consignor (Artist/Owner) :

Consignee (Agent/Seller) :

Signature :

Signature :

Date :

Date :

Schedule A