

CONSIGNMENT AGREEMENT

WITNESSETH THAT Agreement made between WL Smith (hereinafter called "the Artist"), and (hereinafter called "the Gallery").

WHEREAS, the Artist is a recognized professional artist, and;
WHEREAS, the Artist wishes to have certain of his artworks represented by the gallery, and;
WHEREAS, the Gallery wishes to represent the Artist under the terms and conditions of this Agreement;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows;

1. **SCOPE OF AGENCY.** The Artist appoints the Gallery his nonexclusive agent for the purpose of exhibition and sale of the consigned works of art specified on the Consignment Sheet on page two (2) of this Agreement. The Artist shall consign to the Gallery and the Gallery shall accept consignment of these works of art.
2. **TITLE AND RECEIPT.** The Artist warrants that he created and posses unencumbered title to all works of art consigned to the gallery under this Agreement. Title to the consigned work shall remain in the Artist until he is paid in full.
3. **SALES PRICE.** The Gallery shall sell the consigned works of art at the retail price specified on page two (2) of this Agreement.
 - a) The Gallery, however, may give a customary trade discount {which shall not exceed twenty (20) percent of the retail sales price without the Artist's written consent} to museums, other galleries, decorators, and architects.
 - b) Sales prices specified in this Agreement do not include any applicable sales tax. Any such applicable sales tax will be collected by the Gallery on works sold by the Gallery. The Gallery will supply the Artist with its resale number, for the Artist's records.
 - c) Sales prices specified in this Agreement does not include costs of delivery of said work to customer. Delivery costs will be paid by the Gallery.
4. **SALES COMMISSION.** The Gallery shall receive a sales commission in the amount of _____ percent of the agreed retail sales price specified in this Agreement, on sales made by the Gallery.
5. **PAYMENT ON GALLERY'S SALES.** With respect to sales made under Paragraph 3, the gallery shall pay the Artist's share within fifteen (15) days of Purchaser's payment to the gallery. Furthermore, the gallery shall hold the proceeds from sale of the consigned works in trust for the benefit of the artist. The Gallery agrees to guarantee the credit of its customers, and to bear all losses due to the failure of the customer's credit.
6. **LOSS OR DAMAGE.** The Artist and Gallery hereby agree as follows:
 - a) The Gallery shall be responsible for the proper protection of consigned work, and shall be responsible for the loss or damage to the consigned work.
 - b) In the event of loss or damage that cannot be restored, the Artist shall receive the same amount as if the work had been sold at the retail price listed in this Agreement. The Gallery shall not deduct a commission from this payment. The damaged work will be returned to the Artist upon his request.
7. **COPYRIGHT.** The Artist hereby reserves for himself the common law copyright, including all reproduction rights and the right to claim statutory copyright in all works consigned to the Gallery. The Gallery will not permit any of the works of art to be copied, photographed, or reproduced without the written approval of the Artist. Upon written permission by the artist, reproductions of any works must display authorship credit in the following form: (1) the symbol "©" or the word "Copyright"; (2) the year the work was completed; and (3) WL Smith. For example: "© 2008 WL Smith". Licensing is available.
8. **SECURITY.** The consigned works shall be held in trust for the Artist, and shall not be subject to claim by a creditor of the Gallery. In the event of any default by the Gallery, the Artist shall have all the rights of a secured party under the Uniform Commercial Code.
9. **TERMINATION.** Either party may terminate this Agreement at any time. Upon termination of this Agreement, the Gallery shall return all Artist's works which are held by it on consignment and all accounts shall be settled.
10. **SEVERABILITY.** If any part of this agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.
11. **GOVERNING LAWS.** The validity of this Agreement and any of its terms, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the County of Riverside in the State of California.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on this _____ day of _____, 20_____.

By (Gallery or agent): _____ and Artist: _____

GALLERY ACKNOWLEDGMENT OF RECEIPT OF WORKS OF ART:

I HEREBY ACKNOWLEDGE receipt of the works of art as listed above, under the terms of the attached Consignment Agreement.
FURTHERMORE, I HEREBY CERTIFY that I hold a valid Seller's Permit issued pursuant to the Sales and Use Tax Law.

signature of gallery or agent

date

please print name

telephone

title

reseller's permit number

RELEASE / ARTIST ACKNOWLEDGEMENT OF RETURN OF WORKS OF ART:

signature of artist or agent

(print name if agent for the artist)

date returned