



## CONSIGNMENT CONTRACT

Agreement is made this \_\_\_\_ day of \_\_\_\_\_ (month and year) by and between \_\_\_\_\_ ("Artist") and Studios on the Park, Inc. ("Studios on the Park") located at 1130 Pine Street, Paso Robles, CA 93446

### Recitals

Studios on the Park exhibits and sells artwork; and Artist has created and owns the artwork listed in the List of Inventory (the "Artwork") and desires to exhibit and sell the same; Therefore, the parties agree as follows:

**1. Scope of Agency.** The artist appoints Studios on the Park during the period November 21, 2019 to December 29, 2019 both days inclusive, to act as artist's nonexclusive agent for the exhibition and sale of artwork in the following media: \_\_\_\_\_. This agency shall cover only artwork submitted by the artist while this agreement is in force. Studios on the Park shall document receipt of all artworks consigned.

**2. Consignment of Inventory.** Studios on the Park accepts on consignment, the artworks listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.

**3. Pricing, Payment and Terms of Payment.** Studios on the Park shall sell the artworks only at the retail price specified on the List of Inventory. Studios on the Park and the artist agree that Studios on the Park will collect 40% percent of the retail price of the artwork. Both parties must agree in writing to any change to the retail price or Studios on the Park's commission in advance.

### 4. Discounts.

No discounts are offered unless otherwise specified by the artist.

### 5. Payment.

Studios on the Park shall pay the artist all proceeds due to the artist by January 15, 2020. No "sales on approval" or "on credit" shall be made.

**7. Fiduciary Responsibilities.** Title to each of the artworks shall remain in the artist's name until the artist has been paid in full. Upon payment, title then passes to the purchaser. All proceeds from the sale of the artworks shall be held in trust for the artist until the artist is fully paid. Studios on the Park shall pay all amounts due to the artist before any proceeds of sales can be made available to any and all creditors of Studios on the Park.

**8. Loss or Damage.** Studios on the Park shall not be liable for loss or damage to any consigned artwork from the date of delivery to Studios on the Park until the artwork is returned to the artist or delivered to a purchaser. The artist shall be



responsible for all repairs to artwork necessitated by artist's faulty workmanship. Artist shall bear the entire risk of loss of any Artist's property, as a result of any casualty whatsoever, including, but not limited to, fire, windstorm, flooding, theft, vandalism, price switching, terrorism, or act of war. Artist hereby expressly acknowledges that Artist shall have the sole and exclusive obligation to secure any property Artist elects to keep within premises. Artist hereby waives any rights or remedies it may have against Studios for any damage to any property Artist elects to keep within the premises.

**9. Transportation of Artwork.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the artworks in all cases shall be borne by the artist.

**10. Promotion.** The artist shall use best efforts to display artworks. Studios on the Park shall use best efforts to promote and sell such artworks and shall include the artist's name on the bill of sale for any artwork sold.

**11. Reproduction.** The artist reserves all copyrights to the reproduction of the artworks except as noted in writing to the contrary. Studios on the Park may arrange to have the artworks photographed to publicize and promote the artworks as it best sees fit.

**12. Insurance & Copyright.** Studios on the Park shall not take responsibility for insuring artwork or insuring that the artist's copyright in the consigned artworks is protected in the artist's name.

**13. Duration and Termination of Consignment.** The artist and Studios on the Park agree that the term of consignment for the artwork shall continue until December 29, 2019 but that the artist may ask for return of the artwork prior to this date. Within thirty days of the termination notification, all accounts shall be settled and all unsold artwork shall be returned to the artist at the artist's expense. The agreement shall automatically terminate with the death of the artist or if Studios on the Park becomes bankrupt or insolvent, or breaches the agreement.

**14. Exoneration from Liability.** Studios shall not be liable to Artist or its officers, agents, or employees for any personal injury, property, claim, damage or loss, of any kind or nature, irrespective of how such loss or damage may be caused, whether from action of the elements or actions of negligence or intentional misconduct of the Artist or any other licensees, invitees, trespassers or any other person or entity within the Premises unless such liability resulted solely and exclusively from the active negligence or willful misconduct of Studios. Studios shall have no liability, under any circumstances for any indirect or consequential damages sustained by Artist, its agents or employees arising from or related to this License Agreement.

**15. Indemnification.** Artist agrees to indemnify, defend, with counsel of Studio's choice at Artist's sole cost, and hold harmless Studios, and its officers, agents and



employees from and against any and all loss, damage or liability arising from or related to any default, error or tortious or negligent act on the part of the Artist, its agents or employees arising from or related to this Artist's Agreement or Artist's acts and/or omissions related thereto.

**16. Miscellany.** All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

**17. Governing Law.** This agreement shall be governed by and in accordance with the laws of the State of California.

**IN WITNESS WHEREOF,** the parties hereto have signed this agreement as of the date below.

Artist: \_\_\_\_\_ (print)

Company Name (if any):

Authorized

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Studios on the Park, Inc

Authorized

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



