CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Consignor (the owner of the goods): _____, mailing address _____.

Consignee (the seller: shop, gallery, dealer or reseller): _____, mailing address _____.

1. CONSIGNMENT RELATIONSHIP

The Consignor appoints the Consignee as its agent to sell the Items listed below. The Consignee does not buy the Items, and the Consignor is paid only for Items that sell. The Parties intend a consignment, not a sale to the Consignee or a loan secured by the Items. The Consignee may decline any item at intake and may return an Item that is damaged, appears counterfeit or stolen, or cannot lawfully be sold.

2. CONSIGNED GOODS

Item 1: _____. Condition: _____. Asking price: $_____. Minimum price: $_____.

Item 2: _____. Condition: _____. Asking price: $_____. Minimum price: $_____.

Item 3: _____. Condition: _____. Asking price: $_____. Minimum price: $_____.

Item 4: _____. Condition: _____. Asking price: $_____. Minimum price: $_____.

Item 5: _____. Condition: _____. Asking price: $_____. Minimum price: $_____.

More items may be added on a written intake receipt signed or approved by email by both Parties. Items will be kept and shown at: _____.

3. OWNERSHIP AND TITLE

The Consignor keeps ownership of each Item until it is sold, and title passes directly to the buyer. The Consignee will not pledge, lend, use or allow any lien on the Items, and holds the Consignor's share of each sale in trust until it is paid. Check if agreed: [ ] the Consignor may file a UCC financing statement giving public notice of its ownership.

Vehicles or titled equipment: the title is [ ] kept by the Consignor and signed over at the sale [ ] held by the Consignee until the sale. Lienholder, if any: _____. The Consignee holds any dealer license the law requires and prepares the transfer paperwork.

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4. PRICING

Prices are (check one): [ ] the asking prices above, with any lower price only by the Consignor's consent; [ ] set by the Consignee, never below the minimum price; [ ] agreed in writing for each Item before it is offered.

Markdowns (optional): if an Item has not sold after _____ days, the price may drop by _____% of the original price, and again after each further _____ days, never below the minimum price. The Consignee collects and pays any sales tax due on sales.

5. COMMISSION AND PAYMENT

For each Item sold, the Consignee earns (check one): [ ] a commission of _____% of the sale price; [ ] a flat fee of $_____. The sale price does not include sales tax or shipping the buyer pays. Nothing is earned on unsold Items. Intake fee, if any: $_____.

The Consignee pays the Consignor's share [ ] within _____ days after each sale [ ] within _____ days after the end of each month, by [ ] check [ ] electronic transfer [ ] cash against a receipt, with a statement of Items sold, prices, commission and deductions. The Consignee keeps records for three years.

Buyer returns (check one): [ ] all sales are final; [ ] buyers may return Items within _____ days, and the Consignor is paid after that window closes.

6. CARE, RISK AND COSTS

The Consignee will store and display the Items with reasonable care and use them only for display and sale. Risk of loss, theft or damage while the Consignee has the Items is on (check one): [ ] the Consignee; [ ] the Consignor, unless the Consignee is negligent. Losses are valued at the minimum price, or the asking price if none. The Consignee [ ] will [ ] will not insure the Items.

Costs the Consignor pays, deducted from its share (check all that apply): [ ] cleaning and repairs; [ ] shipping not paid by the buyer; [ ] photography and paid ads; [ ] marketplace and payment fees; [ ] appraisal or authentication. Approval is needed for any single cost over $_____. All other selling costs are the Consignee's.

The Consignor represents that it owns each Item or may consign it, that each Item is genuine, accurately described, free of liens, not stolen and not under a safety recall, and that it has disclosed known defects.

7. TERM AND UNSOLD ITEMS

Each Item is consigned for _____ days after delivery. After that, the consignment [ ] ends [ ] continues month to month until either Party ends it by written notice. Either Party may end this Agreement on _____ days' written notice. The Consignor may withdraw unsold Items on three business days' notice; early withdrawal fee per Item, if any: $_____.

Unsold Items (check one): [ ] the Consignor collects them within _____ days after notice, and if not collected they may be donated after a final notice, to the extent the law allows; [ ] the Consignee may donate them if

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not collected within _____ days after notice; [ ] they become the Consignee's property if not collected within _____ days after notice.

8. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in the courts of _____ County; [ ] by mediation, then court; [ ] by binding arbitration. Either Party may use small claims court.

Artists consigning their own work may have extra rights under state law (for example, California Civil Code sections 1738.5 to 1738.9 and New York Arts and Cultural Affairs Law section 12.01), and nothing in this form waives those rights.

This Agreement is the complete agreement of the Parties and can be changed only in a signed writing, except prices and intake receipts agreed by email. If any part is unenforceable, the rest stays in effect. It may be signed in counterparts and electronically. Date signed: _____.

Additional terms: _____

SIGNATURES

Consignor

Signature: _____ Date: _____

Printed Name: _____

Consignee

Signature: _____ Date: _____

Printed Name: _____

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