

# **MASTER ART COOPERATIVE/CONSIGNMENT AGREEMENT**

This **MASTER ART COOPERATIVE/CONSIGNMENT AGREEMENT** “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Reflections Elegante Fine Art Gallery, LLC, P.O. Box 6597, Willow Glen, San Jose, CA 95150 (“Art Dealer”) and

[Artist’s Name] \_\_\_\_\_

[Artist’s Street Address] \_\_\_\_\_

[Artist’s City, State and ZIP] \_\_\_\_\_

[Artist’s Telephone Number] \_\_\_\_\_

[Artist’s Fax Number] \_\_\_\_\_

[Artist’s e-mail address] \_\_\_\_\_

1. Appointment of Art Dealer as Artist’s Agent. The Artist appoints the Art Dealer as agent for the works of art (Artwork) consigned under this agreement for the purpose of exhibition and sale. The Artwork may not be used for any other purpose without the Artist’s prior written consent.

2. Consignment of Artwork to Art Dealer. The Artist consigns to the Art Dealer the Artwork listed on the attached Consignment Sheet as well as additional Consignment Sheets that may be incorporated into this Agreement in the future if both parties agree on the consignment of additional works of art. All Consignment sheets must be signed by both the Art Dealer and the Artist.

3. Term. This Agreement is valid for a minimum of four months up to one year. If the Artist wants the minimum of four months, it is available. Agreement is renewable annually on the terms and conditions specified herein.

4a. Annual Monthly Payment. The Artist agrees to pay to Art Dealer the sum of One Hundred Dollars (\$100.00) per month for a one year term to Art Dealer in consideration for Art Dealer’s showing of Artist’s work in Art Dealer’s gallery and to assist with the costs of operating the gallery and advertising the gallery. This payment is due on the first day of each month and is delinquent if not received by the fifth (5<sup>th</sup>) day of each month. Should Artist fail to pay its monthly payment within five days of the due date, Art Dealer may terminate this Agreement. Upon termination, Artist agrees to immediately remove its Artwork from Art Dealer’s gallery. On termination of this Agreement, Artist releases Art Dealer from any and all liability with respect to the safekeeping of Artist’s Artworks and the risk of damage, destruction and loss to such Artwork shall immediately pass to Artist; whether or not Artist has physically retrieved its Artwork from Art Dealer.

4b. Four Months Payment. The Artist agrees to pay to Art Dealer the sum of One Hundred and twenty-five Dollars (\$125.00) per month for a minimum of four months to Art Dealer in consideration for Art Dealer’s showing of Artist’s work in Art Dealer’s gallery and to assist with the costs of operating the gallery and advertising the gallery. This payment is due on the first day of each month and is delinquent if not received by

the fifth (5<sup>th</sup>) day of each month. Should Artist fail to pay its monthly payment within five days of the due date, Art Dealer may terminate this Agreement. Upon termination, Artist agrees to immediately remove its Artwork from Art Dealer's gallery. On termination of this Agreement, Artist releases Art Dealer from any and all liability with respect to the safekeeping of Artist's Artworks and the risk of damage, destruction and loss to such Artwork shall immediately pass to Artist; whether or not Artist has physically retrieved its Artwork from Art Dealer.

5. Annual Membership Dues. The Artist agrees to pay to Art Dealer the sum of Fifty Dollars (\$50.00) due on December 31<sup>st</sup>. The Membership dues assist with the costs for Artist to participate in exhibitions.

6. Commissions on Sale. Art Dealer accepts the consignment on a twenty-five percent (25%) commission basis. The Art Dealer will make payment to the Artist of the Artist's percentage within thirty (30) days of Art Dealer's receipt of funds from such sale.

7. Retail Price of Artwork. Art Dealer may not change the retail price of any consigned Artwork without the Artist's consent except for standard dealer discounts which will be deducted from the Art Dealer's commission.

8. Framing. The Artist is responsible for framing all original artwork with wires and D-rings. The Gallery is not responsible for framing Artist artwork.

9. Delivery. The Artist will deliver all Artwork to Art Dealer. The Artist may withdraw any Artwork after giving a 60-day notice to Art Dealer.

10. Copyright. The Artist reserves copyright, including all reproduction rights, to the Artwork.

11. Responsibility for Loss or Damage, Insurance Coverage. The Gallery shall be responsible for safekeeping of all consigned Artworks under this Agreement while they are in its custody. The Gallery shall be strictly liable to the Artist for their loss or damage except for damage resulting from flaws inherent to the Artworks, to the full **Value** of the Artwork not an amount that is priced higher than the value. The Gallery shall provide the Artist with all relevant information about its insurance coverage for the Artworks if the Artist request this information.

12. Fiduciary Responsibilities. Title to each of the Artworks remains with the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for the Artist. The Gallery shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of The Gallery.

13. Indemnification. Artist shall defend, indemnify and hold harmless Art Dealer, its affiliates, and their respective officers, directors, members, shareholders, employees, agents, representatives, assigns and successors (collectively the "Art Dealer Indemnites") and shall hold them harmless against any and all alleged, actual or threatened liabilities, damages, claims, suits, actions, losses, costs and expenses, including reasonable attorneys' fees, arising out of or alleged to have arisen from a breach of any of obligations of Artist under this Agreement (including any

related act or omission by Artist), or in connection with the possession, handling, use, resale, labeling or return of the Artwork, including but not limited to, patent, copyright and trademark infringement actions, or products liability actions, or in connection with any acts or omissions on the part of Artist, its agents, representatives, contractors or subcontractors in connection with the display or removal of the Artwork or any other acts or omissions conducted by such parties in Art Dealer's gallery. Artist shall undertake and conduct the defense of any suit so brought against Art Dealer by reason of any of the foregoing, whether meritorious or not, and shall pay all expenses and fees of counsel which shall be incurred in connection with such defense, together with all costs, damages and profits recoverable in every such suit or settlement thereof. Artist shall keep Art Dealer advised of the progress of any such suit and Art Dealer shall have the right to participate in such suit. If Artist shall fail to take timely action to defend any such suit, then Art Dealer or the Art Dealer Indemnitees can defend such suit at Seller's expense. Artist shall not have the right to settle compromise or otherwise enter into any agreement regarding the disposition of any claim of Art Dealer or any Art Dealer Indemnitee without the prior written consent and approval of Art Dealer or such Art Dealer Indemnitee, respectively, other than a claim for monetary damages.

14. Complete Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, letters of intent, representations, warranties, statements, promises, inducements and understandings, whether oral or written ("Representations"), with respect to the subject matter hereof, and no party hereto shall be bound by or charged with any Representations not specifically set forth in this Agreement or the exhibits hereto. Each party hereby warrants and agrees that they have not relied upon on any Representations not specifically set forth herein as an inducement or as a material motivation for entering into this Agreement.

15. Amendments. Except as provided in this Agreement, this Agreement may be amended in whole or in part only by a further written agreement executed by the parties.

16. Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

17. Attorney's Fees. In the event that any party institutes a legal action or arbitration, including a bankruptcy proceeding, to interpret or enforce this Agreement or their respective rights and obligations hereunder, the prevailing party in such action or arbitration shall be entitled to an award of reasonable attorney's fees, expert fees, court costs and other costs, including but not limited to costs allowed under Code of Civil Procedure section 1033.5. A party who incurs fees and costs in enforcing a judgment or arbitration award shall be entitled to collect such fees and costs from the party against whom the judgment is entered, including all fees and costs for post-judgment or post award collection activities. The parties specifically intend for this provision to survive any judgment or award on this agreement and this agreement shall not be merged with such judgment or award.

18. Arbitration. In the event of a dispute arising out of or relating to any term or provision of this Agreement, such dispute shall be referred to neutral binding arbitration. The arbitrator shall not have the power to make errors of law or mathematics and any arbitration

decision containing such errors is reviewable by the Superior Court. In the event a dispute is referred to arbitration, the parties shall select a mutually agreeable arbitrator. In the event the parties do not agree on an arbitrator within twenty (20) days after a request to arbitrate is given, either party may petition the Santa Clara County, California Superior Court for appointment of an arbitrator. The decision of the arbitrator shall be binding upon the parties and include a written statement of facts and the legal basis for the arbitrator's decision. The decision shall not be final until the written decision is delivered to the parties. Except as otherwise herein provided, the arbitration shall be conducted pursuant to California Code of Civil Procedure sections 1280 et seq. The parties shall share equally in the cost of the arbitrator.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by all parties.

IN WITNESS WHEREOF, this Agreement is made effective as of the date first written above.

**ART DEALER**

**ARTIST**

Reflections Elegante Fine Art Gallery, LLC

\_\_\_\_\_  
Artist print name

By: \_\_\_\_\_  
Its Authorized Signatory

\_\_\_\_\_  
Artist signature

# CONSIGNMENT SHEET

Artist consigns to Art Dealer the following pieces of Artwork:

| <u>Quantity</u> | <u>Description</u> | <u>Retail Price for Sale</u> | <u>Date Sold/Returned</u> |
|-----------------|--------------------|------------------------------|---------------------------|
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Date: \_\_\_\_\_

**ART DEALER**

Reflections Elegante Fine Art Gallery, LLC

By: \_\_\_\_\_  
Its Authorized Signatory

**ARTIST**

\_\_\_\_\_  
Artist Signature