



V A N W E Y E N B E R G H

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FINE ART CONSIGNMENT AGREEMENT

This is an agreement of consignment between:

Mr or / & Mrs. (The Consignor)

And

Van Weyenbergh Fine Art (The Consignee)

OBJECT OF CONSIGNMENT

Description:

Medium:

Signed: Y/N

Dated: Y/N

State of conservation:

Provenance:

CONSIGNMENT PERIOD

Consignment shall start on date: M/D/Y

1 month: Y/N

3 months: Y/N

6 months: Y/N

1 year: Y/N

After this period, all unsold works will be returned to the Consignor, except if an agreement exists between Consignor & Consignee to extend the consignment period.

PRICE AGREEMENT

Consignor and Consignee agree on a sale price of:

1/ the price may be determined by request from major auction houses and galleries for a proposal to auction mentioned artwork.

2/ the price may be established by Consignee after analysis of the artwork on the art market for a similar item and will submit the price to Consignor.

3/ the price is determined by the seller and accepted by Consignee.

4/ the Consignee is not to alter the recommended retail price in any way without the written consent from the Consignor.

ORDINARY COMMISSION

The Consignee will receive a commission of % from the sales prices of the artwork.

Commission will be paid at the moment of the sale.

GENERAL TERMS

No contract for sale of art will be made unless the full purchase price is paid. No sold notice or sticker will be attached to the work unless a contract for sale has been made.

On outright sales, the Consignee shall pay the Consignor the retail price less % commission.

At the end of every month, the Consignee will provide the Consignor with an update.

Venue - where the works can be kept:

1/ office of Consignee Y/N

2/ home of Consignor Y/N

The consigned art shall be held at the Consignee office only. No artwork is to be moved, apart from sales to clients or upon return to the Consignor, to any

other location without written consent from the Consignor. The artwork will remain at the office of Consignee unless another agreement was made between the parties.

The Consignor appoints the Consignee as his agent for the purposes of sale of the consigned work(s).

The Consignee/Consignor responsibilities

The Consignee will send notification to the Consignor upon receipt of art in good condition. Any damage must be reported at this stage.

The Consignor will insure the consigned works against loss, theft, damage and destruction while on the premises of the Consignee, during delivery to a purchase and while being returned to the Consignor.

The Consignor will be responsible for all shipping costs unless agreed differently.

The Consignee will ensure that the works are adequately packaged for transport back to the Consignor or to the purchaser.

The Consignee will consult with the Consignor regarding the works which may be used for publicity.

The Consignee will consult with the Consignor regarding all promotional material.

The Consignee will supply the Consignor with copies of all advertisements, fliers, media releases, newspaper clippings, photos, reviews etc. for their records.

Expenses

No costs will be incurred by either party in the name of the other party, without written consent from the party liable for the costs.

If, at the end of the consignment period the Consignor wishes to have the work returned, it must be done so in its original condition.

Contract Alteration

This agreement constitutes the entire understanding of the parties. It cannot be changed without the written permission of both parties.

Disputes

Should any disputes arise concerning any matter referred to in this contract, the dispute will be referred to the arbitration of the local court by both parties.

Signed

Dated the

(For and on behalf of the Consignor)

Dated:

(For and on behalf of the Consignee)

Sincerely,

VAN WEYENBERGH FINE ART

Gerard Van Weyenbergh
Van Weyenbergh Fine Art