

Consignment Agreement

This Agreement is between change to Company name , an individual residing at _____ (“Artist”) and _____, an individual residing at _____ and owning or having majority interest in or to that gallery identified as _____ and located at _____ (“Gallery”).

1. Gallery confirms receipt in perfect condition, unless otherwise noted, of the system(s) or components, if any (the “Equipment”), and the Software together with its embedded Artwork (as defined below) (the Equipment and the Software, together referred to as the “Consigned System(s)”) described as follows, pursuant to the terms and conditions set forth herein.

Title of the Consigned System(s)	Identification of the Artwork or otherwise incorporated within the Software	Additional Identifiers including, if applicable, unique Edition or Serial Numbers	Description of the Equipment	Retail Price	Gallery Commission	Artist’s Price

2. This Agreement applies only to the Consigned System(s) identified above and does not make the Gallery a general or other agent of the Artist in connection with any other work, material, software, or systems.
3. The Gallery shall provide any prospective purchaser of the Consigned System(s) a copy of the attached Sales and License Agreement prior to Gallery’s receipt of the Retail Price from said purchaser and the Gallery shall not accept any such Retail Price until and unless it simultaneously receives from the purchaser a fully executed Sales and License Agreement.
4. Gallery will provide Artist with a copy of the executed Sales and License Agreement within two (2) business days of Gallery’s sale of any Consigned System(s) and Artist will use its best efforts to provide the purchaser with a Certificate of Authenticity, via first class mail, together with a fully executed copy of the Sales and License Agreement within two (2) business days of Artist’s receipt of same. The title to the Consigned System(s) remains with the Artist until the Consigned System(s) is sold by Gallery and Artist receives from Gallery a copy of the Sale and License Agreement, executed by the third party purchaser, at which time the title shall pass from Artist to such third party purchaser.
5. The Gallery shall advise any prospective purchaser that a Certificate of Authenticity will be sent to the purchaser directly from the Artist, together with a fully executed copy of the Sales and License Agreement, within two (2) business days of Artist’s receipt of the copy of the Sales and License Agreement first executed by the purchaser.
6. Gallery shall pay to Artist the Retail Price less the Gallery Commission (the “Artist’s Price”) within thirty (30) days after the sale. The Artist’s Price shall be clearly and always the actual gross Retail Price less the Gallery Commission. Artist shall at no time be held responsible or liable for payment of any overhead costs incurred by the Gallery or any shipping cost of the Consigned System(s) to third party purchaser. In the event Gallery provides Artist with less than the Artist’s Price in connection with any of the Consigned System(s), Artist shall have the right to demand return of the Consigned System(s) to Artist, the third party purchaser may be denied a Certificate of Authenticity and the Artist may elect not to co-sign the Sale and License Agreement for the benefit of the third party purchaser.

7. In no event will any sale of any Consigned System(s) be considered finalized or fully consummated until and unless the Artist has received from the Gallery both an executed copy of the Sales and License Agreement together with Artist's Price, without deduction of any kind whatsoever. In addition, at no time and for no reason will Gallery demand from Artist or otherwise make a claim against Artist for any monies, fees or reimbursements in connection with the performance by Gallery of its obligations hereunder beyond the Gallery Commission first set forth above.
8. The Gallery will use its best efforts to market, promote, advertise and/or otherwise sell the Consigned System(s) during the term of this Agreement.
9. Gallery will assume full responsibility for any of the Consigned Systems lost, stolen or damaged while in Gallery's possession. Consigned Systems may not be removed from Gallery's premises for purposes of rental, installment sales or on approval with a potential purchaser without Artist's prior written approval. Artist has the right to withdraw its Consigned System(s) from the Gallery on thirty (30) days written notice and Gallery may return any of the Consigned System(s) to Artist with thirty (30) days written notice.
10. The Consigned System(s) will be held in trust for the Artist's benefit and will not be subject to claim by creditor of the Gallery. This Agreement will terminate automatically upon Artist's death, or if the Gallery becomes bankrupt or insolvent. Either party may terminate this Agreement by giving sixty (60) days notice in writing to the other party. Upon termination, all of the Consigned System(s) will be returned to Artist within thirty (30) days at Gallery's expense and all accounts as between Gallery and Artist fully settled.
11. Shipping of the Consigned System(s) to the Gallery will be the responsibility of the Artist. If the Consigned System(s) does not sell during the time of this Agreement, the Gallery is responsible for the return shipping of the Consigned System(s) to the Artist. Any damage or loss is the responsibility of the Gallery.
12. This Agreement does not grant the Gallery any rights to copyrights, patents, trade secrets, trademarks, or any other intellectual property rights with respect to the Software, the Artwork, the Equipment, the Consigned System(s) and/or the Artist. To that end, Artist specifically retains all right, title, interest and ownership rights, including all copyright, patent, trade secret, trademark and other intellectual property rights, in and to, the Software and all copies thereof.
13. The Artist reserves the copyright and all other rights in and to or included within or otherwise associated with the Consigned System(s). The Gallery will not permit any of the Artwork or Software to be copied, photographed or reproduced without the prior written permission of the Artist.
14. IN NO EVENT SHALL ARTIST BE LIABLE TO GALLERY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS THE SOFTWARE OR OTHERWISE ENJOY OR USE THE SYSTEM, LOSS OF INFORMATION OR DATA, OR OTHER LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
15. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Buyer further agrees to the jurisdiction and venue of the federal and state courts of the State of Florida for any dispute relating to this Agreement.
16. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, such provision shall be deemed severed and not a part hereof, and the remaining provisions shall remain in full force and effect.

17. This Agreement sets forth the entire understanding and Agreement between Gallery and Artist with respect to the subject matter hereof, and supercedes all prior communications, proposals, representations, and agreements, whether oral or written, relating to subject matter hereof
18. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. Its terms may be modified only by writing signed by both parties.

AGREED TO BY:

Claudio Castillo

Signature of Gallery Owner

Printed Name of Gallery Owner

Name and Address of Gallery