

ART CONSIGNMENT AGREEMENT:

AGREEMENT made this day, _____, between

ARTIST: _____ (“Artist”) of

MAILING ADDRESS: _____

And In Detail Design and Create, Inc dba *IN DETAIL INTERIORS* (“Design Firm”)

1514 N. 9th Avenue in Pensacola, Florida, 32503.

The **TERM** of this Agreement will be from _____ - _____

ARTIST and DESIGN FIRM agree to the following:

AGENT:

The Artist appoints the Design Firm as its agent for the purposes of exhibition and sale of the works of art consigned under this Agreement.

CONSIGNMENT:

The Artist appoints the Design Firm, and the Design Firm accepts on consignment, the works of art set forth here (to be attached to this Agreement).

WARRANTY OF CREATION AND OWNERSHIP:

The Artist hereby represents and warrants that he or she has created all works of art given to the Design Firm and that the Artist possesses all legal rights to the works.

TRUE CONSIGNMENT:

Title to the works of art given to the Design Firm shall remain with the Artist until sold and the Artist’s portion of the sale proceeds are remitted to the Artist. During this term of the consignment, the Design Firm shall be responsible for the safekeeping of all consigned works of art. The liability of the Design Firm shall be limited to the amount the Artist would have received had the work of art been sold.

PRICING:

The Design Firm shall offer the works of art for sale at the prices set forth by the Artist. The Design Firm will not accept any lesser price without prior written consent from the Artist. Without a prior written agreement, no work of art shall be sold without payment in full.

Artist: _____

Design Firm: _____

DESIGN FIRM'S COMMISSION FOR ITS SERVICES RENDERED PURSUANT TO THIS AGREEMENT:

The Design Firm shall be entitled to receive a commission equal to 50% (percent) of the sales price for the works of art sold unless otherwise specified and agreed upon.

PAYMENTS TO ARTIST:

The Design Firm shall pay the Artist 50%(percent) of the sales price of consigned artwork or another sale price agreed upon within 15 days of the sale.

EXHIBITIONS AND PROMOTIONS:

The Design Firm agrees to exhibit and promote the Artist's works with other similar artists to expose the Artist's works of art to the buying public. Design Firm may also use typical social media for the promotion of gallery. *Design Firm reserves the right to list the Artist's name or not at their sole discretion.*

Artist also acknowledges Design Firm may place art in projects for photography purposes. This is with intent to sell the art but may not occur- however- the photography may be used to promote both the art for sale in other venues as well as enhance the Design Firm's portfolio.

REPRODUCTION:

The Artist reserves the copyright to all works of art. The Design Firm may, for the sole purpose of the promotion of the works of art, photograph them for inclusion in a catalog, or other promotional materials, so long as, in each instance, the Artist is credited as the creator of the work and the holder of the copyright.

EARLY TERMINATION OF AGREEMENT:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either Artist or Design Firm by giving at least sixty (60) days written notice to the other party. Upon termination of this Agreement all

accounts shall be settled and any unsold Artist's work shall be available for pick up by the Artist.

CONFIDENTIALITY:

Both Parties acknowledge and agree that the consignment commission percentage between Artist and Design Firm shall be deemed confidential and is not to be disclosed by the Artist to anyone, including competitors and customers, and only to his or her attorney and financial advisors. The commission rate between Design Firm and its vendor artists will vary depending on factors determined by the Design Firm, and the percentage of commission agreed to in each case is treated by the Design Firm as a confidential trade secret that is not to be disclosed.

Artist: _____

Design Firm: _____

Date _____