

PAUL MORDECAI ROSENBERG PHOTOGRAPHY
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CONSIGNMENT AGREEMENT

This agreement made and entered into by and between Paul Mordecai Rosenberg Photography herein referred to as Consignor and _____ (Gallery) herein referred to as Consignee on _____ (date.)

1. Consignor does hereby consign unto Consignee the artworks which are listed on the attachment hereto and initialed by the Consignee, which are the subject of this Consignment Agreement, receipt of which in good condition is hereby acknowledged by the Consignee.
2. Consignee shall hold the artworks which are the subject of this agreement in trust for the benefit of the Consignor. Consignee shall offer the artworks for sale for the retail price designated on the attached list and shall receive a _____% commission on each sale.
3. That the proceeds of any sale shall be held in trust for the benefit of the Consignor by the Consignee and shall be sent to the Consignor within 30 working days after collection from the client. The retail price of the artworks shall be set by the Consignor and shall not be raised unilaterally by the Consignee. During the term of the Consignment, Consignee shall not sell for more than the established price any of the Consignor's artworks whether those artworks are owned or consigned.
4. This Consignment Agreement is for a period of _____ months and may be terminated by either party, at any time by written notice to the Consignee by the Consignor, his heirs, executors or assigns. Upon written notice of termination, the Consignee shall return the artworks within 10 working days or the Consignee shall have the right to purchase outright the artworks on consignment and shall mail a check for the amount due for the artworks within said 10-day period.
5. The risk of loss under this Agreement rests with the Consignor during shipment to the Consignee, and with Consignee until the artworks are returned to the Consignor. If the artworks are damaged, it is the responsibility of the Consignor to promptly notify the Consignee. Consignor expects that all prints on commission by fully insured for their market value at the place of exhibition and upon their return shipment. A full inventory and condition report accompany the shipped prints and Consignor request the review of the inventory and a signed condition report of all materials upon arrival. The Consignee with be expected to pay 60% of the print value for damages incurred to prints or to replace frames or glass that have incurred significant damage during their period of consignment.
6. All prints on consignment will be shipped signed and numbered unless otherwise agreed between exhibitor and Consignor. Print prices do not include framing, archival mounting and matting. Consignor will pay for shipment to the place of exhibition and expects the return shipping (insured and of comparable quality) to be covered by the Consignee. Consignee will assure the Consignor that all packing materials received with the artworks shall be returned and all works will be carefully packaged in the same way in which they were delivered.
7. This agreement is the entire agreement between the parties and any modification of the Consignment Agreement must be in writing.

I hereby agree to the terms of this agreement.

Signed: Print _____ Sign _____ Date _____ **(Consignor)**

Signed: Print _____ Sign _____ Date _____ **(Consignee)**