

Consignment Agreement

1. This Consignment Agreement, hereinafter referred to as “Agreement,” is entered into and made effective as of this ____ day of _____ in the year _____ by and between the following parties: The Hollywood Sculpture Garden, a corporation incorporated under the laws of California, having its principal place of business at, 2430 Vasanta Way, Los Angeles, CA 90068, hereinafter referred to as “Consignee,” and _____, hereinafter referred to as “Consignor.”

2. The Consignor owns the Artwork. Under the terms and conditions of this Agreement, Consignor grants the right to sell the Artwork to Consignee. Title of the Artwork will remain with the Consignor until the Artwork is purchased.
 - 2.1. Consignor grants this right exclusively.

3. This agreement applies only to artwork(s) listed herein, where the Artist Price refers to the amount to be paid directly to the artist defined as 55% of the net price of the sale, further specified in item (5):

Title:			
Size:	Medium:		Artist Price:
Title:			
Size:	Medium:		Artist Price:
Title:			
Size:	Medium:		Artist Price:
Title:			
Size:	Medium:		Artist Price:
Title:			
Size:	Medium:		Artist Price:

4. The Consignor reserves the copyright and all reproduction rights to these works. The gallery will not permit any of the artworks to be copied, or reproduced without any written permission. The gallery will print on each bill of sale: “The right to copy, photograph or reproduce the artwork(s) identified here is reserved by the Artist.”

THE HOLLYWOOD SCULPTURE GARDEN

2430 Vasanta Way
Los Angeles, CA 90068
(323)848-4699/(949)733-0607
drrobbygordon@gmail.com

- 4.1. The Consignee may photograph and use photographs of the Artwork which may appear in descriptive, promotional, press, or related media pertaining to The Hollywood Sculpture Garden and its affiliates.
5. Upon sale of the Artwork(s): The Gross Price of Sale of the Artwork shall consist of the Net Price of Sale in addition to any Shipping Fees, Installation Fees, and Removal Fees agreed upon by both parties prior to sale of the Artwork to be paid to the Consignee. The Consignor is to be paid 55% of the Net Price of Sale, hereinafter referred to as the "Artist Price," to be agreed to by both parties of the agreement. 45% of the Net Price of Sale, hereinafter referred to as the "Commission," shall be paid to the Consignee.
 - 5.1. In the event that the Consignor elects to remove the Artwork from the Consignee prior the sale thereof, the Consignor will be charged the appropriate installation and removal fee (to be calculated and collected by the Consignee prior to removal of Artwork).
 - 5.2. The Consignor may elect to install the Artwork in the Hollywood Sculpture garden themselves, in which case the Consignee will waive the installation fee for that specific Artwork. The installer will be responsible for proper installation of the Artwork and any subsequent damages that may result from improper installation. Every Artwork is to be situated on an appropriately secured and stable base which will be provided by the party installing the Artwork. The installer will be responsible for any and all damage to other artworks in the process of installation as well as damage due to subsequent failure of said installation.
6. In the event that the Consignor acquires a referral or lead, from Dr. Robby Gordon or from showing in the Hollywood Sculpture Garden, resulting in the sale of pieces either commissioned by that third party or the sale of existing pieces to that third party, the Consignor agrees to pay 25% commission of the final retail price of the resultant sale of Artwork.
7. The Consignee displays Artworks outdoors. There are security cameras on the premises, however the Consignee will not be held responsible nor liable for damage or theft of consigned Artwork. All sculptures are in an open area and not insured by the Consignee. The premises is under camera surveillance 24 hours a day, excluding planned maintenance and unforeseen system malfunction. The Consignor may elect to insure Artwork independently, though is not required to do so. (The Consignee recommends insurance through the company "Fine Art Floater," though the Consignor may choose to insure with any other party of their choice.)

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8. Consigned works may not be removed from the premises for purpose of rental unless the terms of which are otherwise agreed between Consignor and Consignee. Installment sales with a potential customer will be subject to Consignor's permission. The specific retail prices may not be changed without the Consignor's permission.
9. Consignee agrees to display the Artwork for a period of 6 months. If the Artwork has not been sold within this initial period, the Consignor may apply for an extension of display of the Artwork for the period of an additional 6 months. All applications are subject to approval by The Board of The Hollywood Sculpture Garden. In the event that the application for extension is rejected, it is the responsibility of the Consignor to arrange for the pick-up of Artwork(s) (Consignee may arrange removal and delivery for a fee to be paid by the Consignor). Any and all accrued fees are to be paid to the Consignee prior to removal of the Artwork from The Hollywood Sculpture Garden.

10. Liability Waiver

The Consignee shall be released from any liability and held harmless for any damage or loss of Artwork from any casualty while in Consignee possession or on exhibit.

Consignor Initial _____

11. The Consignor will be responsible for transportation of artwork(s) to and from The Hollywood Sculpture Garden, including remaining Artwork after consignment period.
12. Artwork from outside U.S. mainland is to to be shipped to The Hollywood Sculpture Garden by Consignor, to be reimbursed by the Consignee an amount of 50% of the total cost of shipping; this reimbursed shipping cost is to be collected by the Consignee from the Gross Sale of the Artwork. Should the Consignor want his piece shipped back prior to an official sale, the Consignor is responsible for covering the full shipping fees, including remittance of the reimbursed amount and any cost of return shipping.

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Consignor Name (printed)

Date

Address

Telephone

Email

Signature

THE HOLLYWOOD SCULPTURE GARDEN

Consignee Name

Date

Signature