

PRO FORMA TYPE CONTRACT

December 27, 2003

This is an Agreement between
Mr. or /& Mrs. (The consignor),
And Van Weyenbergh Fine Arts Inc. (The consignee)

OBJECT of consignment:

1. How Long (Period of consignment)

- A. The period of this consignment shall be 3 months.
- B. After this time all unsold works will be returned to the Consignor.
Note After this time a new Consignment Agreement will need to be made if the Gallery wishes to keep some works for a longer period.

2. How Much (Price/s)

The retail price of work/s will be determined by the Consignor in consultation with the Gallery. This price will be at least \$ _____, in anyway the consignee will not sell the item without the complete agreement of the consignor.

The Gallery will receive 5 % of the retail price upon sale of the work as commission.

The Gallery shall send a copy of the price list to the Consignor seven (7) days before the consigned stock goes on sale. The Gallery is not to alter the recommended retail price in any way without the written consent of the Consignor.

Consignee Sales

No contract for sale of works 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.
It is agreed that any default of a purchaser will be borne solely by the consignee.
No discounts shall be entered into.

Payment

On outright sales the consignee shall pay the Consignor the retail price less 5 % commission.
Rejection period - the consignee can return the artwork within 14 days of delivery at the expense of the Consignee.

Statements

At the end of every month, the consignee will provide the Consignor with a written statement of current stock levels.

If any works have been sold, a financial statement covering sales, and names of the purchasers must be included.
All correspondence shall use the catalogue number, artist/s's name, painting title and size, as supplied by the Consignor.

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3. Venue - where the works can be kept

The consignment stock shall be held at the consignee 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.

4. Agency

The Consignor appoints the consignee as their agent for the purposes of sale of the consigned works in the attached schedule of works.

This agreement does not make the consignee an exclusive agent for any other works in any other venues.

5. The consignee Responsibilities - what the gallery will do for you

Insurance

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

The consignee 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 consignee will be liable for the loss or damage of any consigned work from the time of delivery until the work is returned to the Consignor or delivered to a purchaser.

In the event of loss or damage that cannot be restored, the Consignor shall receive the full wholesale price.

The consignee will ensure that the works are adequately packaged for transport back to the Consignor

The consignee will ensure that adequate security against loss, theft, damage and destruction is provided throughout the period of consignment, until the work is returned to the Consignor or delivered to a purchaser.

Publicity and Promotion

The consignee will be responsible for any costs involved in the exhibition, promotion and sale of the works for the period of the consignment.

The consignee will consult with the Consignor regarding those works which may be used to publicize the consignee and / or the Consignor. Copyright clearance by the artist will be arranged prior to the production of any publicity material.

The consignee will consult with the Consignor regarding all promotional material supporting the consignee. This may include the exhibition catalogue, opening invitations, advertisements, fliers, handbills, posters, media releases.

The consignee will ensure that the Consignor is appropriately identified on all promotional material associated with the consigned works. This may include the exhibition catalogue, opening invitations, advertisements, fliers, handbills, posters, media releases. Original documentation, provided by the Consignor, will be displayed appropriately and will not be altered by the consignee.

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

6. 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.

The consignee will pay for the following costs:

Advertising and public relations

Printing catalogues

Postage

Insurance of the works in their care

Freight of art work from gallery to clients

Insurance of unsold art works en route to the Consignor

Hanging costs, framing, stretching

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Framing and Stretching

No consigned works are to be stretched or framed without the consent of the Consignor.

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. The consignee shall be responsible for any associated costs.

If the works are already stretched or framed by the Consignor, they are not to be unstretched or have their frames removed without the written consent of the Consignor.

Consign _____ it will pay for.

The Consignee will ensure that the work presented for consignment is an original work of the artist/s.

Provide biographical details, documentation and authentication.

Provide a list of works with catalogue numbers, names of artists and titles of works as well as the recommended retail price or the wholesale prices to be returned to the Consignor.

The Consignee will be responsible for all costs associated with:

all art works

documentation and authentication

Freight of works to the consignee

Insurance of the work en route to the consignee

7. Contract Alteration

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

8. 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 of consignor by both parties.

Signed

Dated on the.....

(For and on behalf of the Consignor)

Signed

Dated the

(For and on behalf of the consignee)

Sincerely,

Gerard Van Weyenbergh

President Van Weyenbergh Fine Arts Inc.