



Art Consignment Agreement

This Consignment Agreement (the "Agreement"), is entered into this day _____ of this month _____, 20____, provides for the terms and conditions governing the contractual relations between the following parties who agree to be bound by this Agreement:

Consignor:		
Street Address		
City	State	Zip

Consignee:		
WMEG INC. dba HOTSPOTS!		
2401 N. Dixie Highway		
Wilton Manors	FL	33305
City	State	Zip

WHEREAS, Consignor owns right and title to the commodities on consignment (the "Merchandise"),

WHEREAS, Consignee desires to take possession of the Consigned Items with the intention of selling the said merchandise on behalf of the Consignor;

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows: GOODS. The following products shall be sold on consignment:

Art Title	Medium	Size	Price



RIGHT AND TITLE. The consignor owns the Merchandise until the same is purchased or to the terms agreed upon by the Parties.

RIGHT TO LIMITED USE AND SELL. Consignor grants Consignee the right to sell the Product. Consignee is likewise granted the right to display and sell the Merchandise in a way the Consignee finds it deemed best for said Merchandise to possibly be sold, but nonetheless in accordance with the terms and conditions specified in this Agreement.

PRICING. The minimum price of the Merchandise at which the Consignee may sell is/are indicated in the Goods clause. Any amount that the Merchandise is sold above the minimum shall entitle the Consignor the excess amount.

CONSIGNMENT FEE. The Consignee shall be entitled to a 30 percent (30%) of the full purchase price of each Merchandise sold.

PAYMENT DELIVERY. Consignee shall deliver the number of sales, less the Consignment Fee, of the Merchandise sold on every last day of every month.

FORTUITOUS EVENT. No Party shall be held liable in case of a fortuitous event and by which parties are not at fault, or by acts of God which parties could not have reasonably foreseen or foreseen but could have been avoided.

INSURANCE. Consignor is responsible to insure their art pieces. The consignee shall not be required to carry insurance and will not be responsible for compensate in the event of fire, damage, robbery, theft, or otherwise.

RETURN OF UNSOLD MERCHANDISE. The Consignor has the sole responsibility to retrieve their unsold merchandise by the specified date communicated in any form of writing including but not limited to email, paper and pen, by the Consignee. In case the merchandise is not retrieved by the date prescribed, the said merchandise will be stored by the Consignee for no more than 10 days with a second written notice of retrieval. Thereafter the unretrieved merchandise will be considered abandoned and at the discretion of the Consignee to do with as they so please.

DELIVERY EXPENSES. Consignor is solely responsible for the cost of shipping expenses for the delivery of the Merchandise.

INDEMNITY. Each Party hereby agrees to indemnify and hold harmless the other, their employees, representatives, and assigns, against any and all damage, liability and loss, and other damages that may arise or otherwise related to this Agreement except in such that a competent court finds that one Party caused deliberate damage, liability, or loss through bad faith, willful



misconduct, or gross negligence, in which case no indemnification shall be provided for the said Party.

MODIFICATION. No amendments, changes, or modifications to this Agreement shall be considered to have been made and valid unless otherwise made in writing, agreed upon and signed by both Parties.

COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute as one and the same Agreement.

NON-TRANSFERABILITY. This Agreement may not be assigned, alienated, attached, pledged, or otherwise sold to any party in whole or in part.

ASSIGNMENT. This Agreement ensures the benefit of and is binding upon the assigns, heirs, respective successors, and legal representatives.

GOVERNING LAW. This Agreement shall be construed under the terms of the governing laws and jurisdiction of the state of Florida, to the exclusion of other states.

TERMINATION. This Agreement will begin at the time of the date of its execution, and upon signing of the Parties and will cease upon express written intent of any of Parties herein.

IN WITNESS WHEREOF, the Parties hereunto has executed this Agreement, on the day and year set forth below. ***By signing this agreement, the cosigner agrees to be added to the gallery's emailing list.**

Consignor Signature

Date

Consignee Signature

Date

Your Phone Number: (___ ___ - ___ ___ - ___ ___)

Facebook/ _____

Instagram@ _____