



## ART CONSIGNMENT AGREEMENT

This is an agreement (the “Agreement”) by and between JUKIMOO LLC, d/b/a littlefield, a New York limited liability company, with a physical business address at 635 Sackett Street, Brooklyn, NY 11217 (“littlefield”) and the artist whose contact information is listed below (the “Artist”).

The Artist (name, address, email, and contact number):

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1. Purposes: The Artist appoints littlefield as the agent of the works of art listed (the “Artworks”) consigned under this Agreement, for the purposes of exhibition and sale. littlefield shall not permit the Artworks to be used for any other purposes without the written consent of the Artist.
2. Consignment: The Artist hereby consigns to littlefield, and littlefield accepts on consignment, those Artworks listed on the attached Inventory Sheet, which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other works of art. Artist and littlefield shall sign all Inventory Sheets.
3. Warranty: The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. Duration of Consignment: The Artist and littlefield agree that the initial term of consignment for the Artworks is to be for \_\_\_\_\_ [days, weeks, month], from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_, and that the Artist does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Artist requests the return of any or all of the Artworks or littlefield requests that the Artist take back any or all of the Artworks with which request the other party shall comply promptly.
5. Removal/Restoration/Covering up during One-Off Events: Littlefield reserves the right to temporarily remove or cover up Artworks from public’s view during one-off events. Littlefield shall inform the Artist in advance and shall restore Artworks to their original positions after these events.
6. Transportation Responsibilities: Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks from the Artist to littlefield, and in their return to the Artist, shall be the responsibility of the

Artist.

7. Installation/Removal of Artworks: Artist is responsible for complete installation and removal of all Artworks, including supplying all hardware and tools. Installation will only occur after consignment is signed by both parties and in the presence of an authorized representative of littlefield. Littlefield reserves the right to deny placement of Artworks in any area deemed unsuitable for mounting or displaying. Artist has one week from closing date to remove all Artworks, unless other arrangements have been made. Littlefield is not responsible for any Artworks that are left behind after this time.
8. Responsibility for Loss or Damage, Insurance Coverage: Littlefield shall provide a safe and controlled environment for viewing work. Littlefield shall reimburse Artist for any damage due to littlefield's neglect or lack of supervision during an event. However, littlefield cannot take responsibility for any of the consigned Artworks' loss or damage due to flaws inherent in the Artworks or due to Artist improperly installing and or removing of Artworks.
9. Fiduciary Responsibilities: Title to each of the Artworks remains in the Artist until the Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for the Artist. Littlefield shall pay all amounts due the Artist before any proceeds of sales can be made available to creditors of littlefield.
10. Notice of Consignment: Littlefield shall give notice, by means of a clear and conspicuous sign in full public view that certain works of art are being sold subject to a contract of consignment.
11. Removal from littlefield: Littlefield shall not tend out, remove from the premises, or sell on approval any of the Artworks, without first obtaining written permission from the Artist.
12. Pricing and Terms of Payment: Littlefield shall sell the Artworks only at the Retail Price specified on the Inventory Sheet. Artist shall receive one hundred percent (100%) from the sales of the Artworks within twelve (12) days after the date of sale of any of the Artworks. Littlefield does not assume the failure to pay on the part of any purchaser to whom it has sold an Artwork.
13. Reproduction: The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Littlefield may arrange to have the Artworks photographed to publicize and promote the Artworks through means to be agreed to by both parties. In every instance of such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork. Littlefield shall include on each bill of sale of any Artwork the following legend: "All rights to reproduction of the work(s) of art identified herein are retained by the Artist."

14. Accounting: A statement of accounts for all sales of the Artworks shall be furnished by littlefield to the Artist. The Artist shall have the right to inventory his or her Artworks in littlefield and to inspect any books and records pertaining to sales of the Artworks.
15. Termination of Agreement: Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either littlefield or the Artist, by means of written notification of termination from either party to the other. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Within thirty (30) days of the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned by littlefield.
16. Procedures for Modification: Amendments to this Agreement must be signed by both Artist and littlefield and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.
17. Miscellany: This Agreement represents the entire agreement between the Artist and littlefield. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of littlefield, whether by operation of law or otherwise, without the prior written consent of the Artist.
18. Choice of Law: This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, littlefield and Artist have executed this Agreement by their duly authorized representatives, effective on the Effective Date written below.

\_\_\_\_\_  
Artist Name/ Artist Signature/ Date

\_\_\_\_\_  
littlefield Representative/ Representative Signature/ Date

**PLEASE ATTACH INVENTORY SHEET (include each work's title, size, and pricing)**