

# Zygote Press, Inc. ZYGOTE ART STORE / CONSIGNMENT AGREEMENT

Name:		
Addresse		
Address:		
Email:		
Phone:		
THIS AGREEMENT (the "Agreement") made on, 20		, 202
by and between		

(the "Consignor") and Zygote Press, Inc. (the "Consignee").

WHEREAS, the Consignor desires to consign to the Consignee certain goods set forth on the attached Exhibit A (the "Consigned Goods"), for the purpose of facilitating a sale of the Consigned Goods by the Consignee; and

WHEREAS, the Consignee desires to accept delivery of the Consigned Goods and to make necessary payment to the Consignor upon the use of such goods on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereto both acknowledge, the Consignor and the Consignee hereby agree as follows:

## 1. Consignment of Goods

The Consignor shall deliver the Consigned Goods for consignment to the Consignee's Premises. Upon delivery, the Consignee shall accept delivery of the Consigned Goods. The Consigned Goods shall remain the sole property of Consignor until sold. Consignee hereby acknowledges that it takes possession of the consigned goods only on consignment basis and it does not acquire any property right or security interest in such Consigned Goods. The consignor's consignment is not a consignment intended as a security.

### 2. Title

The title to and property of the Consigned Goods shall remain with the Consignor until such time as the Consigned Goods are purchased.

#### 3. Premises

The Consignee at its own cost and expense agrees to keep and display the Consigned Goods in the following premises Zygote Press, Inc. The Consignee shall store the Consigned Goods at its premises Zygote Press Inc., Consignment Agreement / p.1 so as to be at all times segregated from all of the other inventory and shall clearly indicate that the Consigned Goods are the property of the Supplier. Upon any demand by Consignor, Consignee will be responsible to return the Consigned Goods in good order and condition.

## 4. Sale of the Consigned Goods

The Consignee agrees to use its best efforts to sell the goods on behalf of the Consignor on such terms, and at such prices as shall from time to time be designated by the Consignor.

#### 5. Payments

The Consignee agrees, upon sale, to receive the sale proceeds due to the Consignor and to deliver the sales proceeds, after deducting of all commission, to the Consignor together with an accounting within 30 days of the said sale.

## 6. Commissions

The Consignee (Zygote Press) agrees to accept as full payment a commission equal to 40 % of the gross sales price exclusive of any sales tax.

### 7. Off Site Sales

Zygote Press will attempt to sell your Consigned Goods in the best way possible, and at times, this includes putting the Consigned Goods in an off-site show or gallery. If the off-site show or gallery charges a commission on sales, that will be taken out of Zygote's 40% commission. Zygote Press will keep an inventory of Consigned Goods off-site, and they will be returned to Zygote, unharmed, if they are not sold.

#### 8. Term

This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_ and continue for a period of six (6) months.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

CONSIGNOR NAME

\_\_\_\_\_ Zygote Press Representative

## **CONSIGNMENT AGREEMENT / ADDENDUM**

Artist Name:
***Example***
Untitled, 2019, 10x10 in, Etching Mixed Media Print, 3/10, framed, \$1000
(Title, Date, Size, Media, Editions, Price)
1.
(Title, Date, Size, Media, Editions, Price)
2.
(Title, Date, Size, Media, Editions, Price)
3.
(Title, Date, Size, Media, Editions, Price)
4.
(Title, Date, Size, Media, Editions, Price)
5.
(Title, Date, Size, Media, Editions, Price)
6.
(Title, Date, Size, Media, Editions, Price)
7.
(Title, Date, Size, Media, Editions, Price)
8.
(Title, Date, Size, Media, Editions, Price)
9.
(Title, Date, Size, Media, Editions, Price)

(Title, Date, Size, Media, Editions, Price)

10.