

ARTIST & GALLERY RELATIONSHIP GUIDELINES

MOSAIC ARTS – ARTIST CONSIGNMENT AGREEMENT

This Artist Consignment Agreement (“Agreement”) is entered into as of [Insert Date] by and between Mosaic Arts (“Platform”) and [Artist Legal Name] (“Artist”).

This template is designed for a non-exclusive artist consignment relationship unless otherwise stated in writing.

1. Consignment of Artworks

Artist agrees to make selected artworks available for presentation, promotion, inquiry, and/or sale through Mosaic Arts. The specific artwork, prices, edition details, images, and descriptions may be listed in an attached Artwork Schedule.

2. Non-Exclusive Relationship

Unless otherwise agreed in writing, this Agreement is non-exclusive. Artist may continue to sell, exhibit, license, or represent works through other channels, provided Artist promptly notifies Mosaic Arts if any listed artwork becomes unavailable.

3. Ownership

Artist retains full ownership of all artworks until sold. Artist also retains copyright and intellectual property rights in the artworks unless otherwise agreed in a separate written agreement.

4. Commission Split

For each artwork sold through Mosaic Arts, Mosaic Arts shall receive a commission of forty percent (40%) of the sale price, and Artist shall receive sixty percent (60%) of the sale price, unless otherwise agreed in writing. Shipping, taxes, framing, insurance, customs, payment processing fees, or other direct costs may be treated separately as agreed by the parties.

5. Pricing

Retail prices shall be agreed by Artist and Mosaic Arts before publication. Mosaic Arts shall not materially change listed prices without Artist approval, except for minor administrative corrections or pre-approved promotional arrangements.

6. Payment to Artist

Artist payout will be made within [30] days after Mosaic Arts receives cleared payment from the collector and the return period, if applicable, has expired, provided no dispute, chargeback, damage claim, or return is pending. **If a collector initiates a dispute or chargeback within this period, Mosaic Arts reserves the right to withhold the payout until a final resolution is achieved.**

7. Artwork Images and Promotional Rights

Artist grants Mosaic Arts a non-exclusive, worldwide, royalty-free license to use artwork images, artist name, artist biography, statements, studio images, video footage, and related materials for website listings, social media, newsletters, press, editorial features, advertising, and platform promotion. This license is limited to promotion, presentation, and sale of artists and artworks through Mosaic Arts and related communications.

8. Artist Materials

The artist is responsible for providing accurate artwork information, including title, year, medium, dimensions, edition number, condition, retail price, and any relevant provenance, certificate, framing, or installation details.

9. Packaging and Shipping

Unless otherwise agreed, Artist or Artist's studio shall prepare artworks for shipment according to reasonable professional standards **and in strict alignment with Mosaic Arts' Packaging Guidelines**. Mosaic Arts may coordinate shipping carrier, insurance, tracking, and collector communication. The parties should confirm who is responsible for packaging costs, shipping costs, and insurance before publication or sale. **If damage occurs due to documented faulty or insufficient packaging by the Artist, the Artist shall bear full financial responsibility for the transaction loss.**

10. Availability and Inventory

Artists must promptly notify Mosaic Arts if a listed artwork is sold elsewhere, reserved, damaged, unavailable, or otherwise removed from sale. Mosaic Arts is not responsible for sales lost due to inaccurate availability information provided by Artist.

11. Authenticity and Authority

Artist represents that Artist created the artworks or has full legal authority to consign the artworks, that the artworks do not infringe third-party rights, and that all information provided to Mosaic Arts is accurate to the best of Artist's knowledge.

12. Returns, Damage, and Disputes

If a collector reports damage, incorrect shipment, authenticity concerns, or other disputes, the parties agree to cooperate in good faith to resolve the matter. Responsibility for costs will depend on the cause of the issue, shipping arrangement, insurance coverage, and any applicable platform policies.

13. Term and Termination

Either party may terminate this Agreement with written notice. Upon termination, Mosaic Arts will remove unsold artworks from active sale within a reasonable time. Sections regarding ownership, intellectual property, payment obligations, promotional records, disputes, and liability shall survive termination as necessary.

14. Relationship of the Parties

The parties are independent contractors. This Agreement does not create an employment, partnership, joint venture, agency, or exclusive representation relationship unless expressly agreed in writing.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of California, unless otherwise agreed in writing. **Any dispute arising under this Agreement that cannot be settled amicably shall be submitted to confidential, binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association (AAA).**

16. Signatures

Artist: _____ Date: _____

Mosaic Arts: _____ Date: _____