

MILES

McENERY

GALLERY

Lee "Lienne Canino" Weber  
Weber Fine Art of Greenwich  
12 Havemeyer Place  
Greenwich, CT 06830

7 July 2021  
Form #11819

## CONSIGNMENT AGREEMENT

### **RYAN MCGINNESS**

Help Build the Pyramid, 2014  
Oil, acrylic and metal on wood panel in artist's  
frame  
36 x 28 inches  
91.4 x 71.1 cm  
Signed, dated and titled (verso)  
(MMG#32374)

Price: \$30,000.00

Net: \$18,000.00



### **RYAN MCGINNESS**

Know Better Choose Worse, 2014  
Oil, acrylic and metal leaf on wood panel in artist's  
frame  
36 x 28 inches  
91.4 x 71.1 cm  
Signed, dated and titled (verso)  
(MMG#32375)

Price: \$30,000.00

Net: \$18,000.00



**RYAN MCGINNESS**

Plastic Reality , 2014

Oil, acrylic and metal leaf on wood panel in artist's  
frame

36 x 28 inches

91.4 x 71.1 cm

Signed, dated and titled (verso)  
(MMG#32377)

Price: \$30,000.00

Net: \$18,000.00



**RYAN MCGINNESS**

The Complete History of Me, 2014

Oil, acrylic and metal leaf on wood panel in artist's  
frame

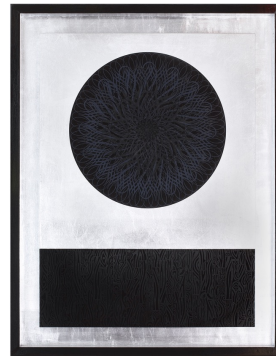
36 x 28 inches

91.4 x 71.1 cm

Signed, dated and titled (verso)  
(MMG#32378)

Price: \$30,000.00

Net: \$18,000.00



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**RYAN MCGINNESS**

The Disease of Life, 2014

Oil, acrylic and metal leaf on wood panel in artist's  
frame

36 x 28 inches

91.4 x 71.1 cm

Signed, dated and titled (verso)

(MMG#32383)

Price: \$30,000.00

Net: \$18,000.00



**RYAN MCGINNESS**

The Percept Swallows the Concept, 2014

Oil, acrylic and metal leaf on wood panel in artist's  
frame

36 x 28 inches

91.4 x 71.1 cm

Signed, dated and titled (verso)

(MMG#32384)

Price: \$30,000.00

Net: \$18,000.00



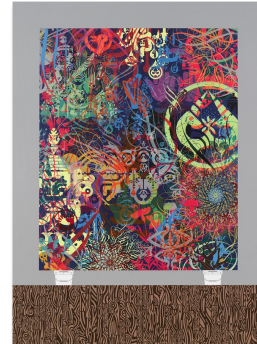
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**RYAN MCGINNESS**

Memories Now, 2016  
Acrylic on wood panel  
69 1/2 x 51 1/8 inches  
176.5 x 129.9 cm  
Signed and dated (verso)  
(MMG#31348)

Price: \$65,000.00  
Net: \$39,000.00



**RYAN MCGINNESS**

Script Kitties, 2016  
Acrylic on wood panel  
69 1/2 x 51 1/8 inches  
176.5 x 129.9 cm  
Signed and dated (verso)  
(MMG#31347)

Price: \$65,000.00  
Net: \$39,000.00



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**RYAN MCGINNESS**

Making Someone Else's Bed, 2015

Acrylic on linen

84 x 60 inches

213.4 x 152.4 cm

Signed and dated (verso)

(MMG#32386)

Price: \$85,000.00

Net: \$51,000.00



**RYAN MCGINNESS**

Private Enterprise, 2015

Acrylic on linen

84 x 60 inches

213.4 x 152.4 cm

Signed, dated and titled (verso)

(MMG#32389)

Price: \$85,000.00

Net: \$51,000.00



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**RYAN MCGINNESS**

Studies Show, 2015

Acrylic on linen

84 x 60 inches

213.4 x 152.4 cm

Signed, dated and titled (verso)

(MMG#32387)

Price: \$85,000.00

Net: \$51,000.00



1. TITLE

The above consigned art works, hereto known as "The Works of Art", remain the property and/or under the authority of Miles McEnery Gallery, "The Consignor," and shall be returned at the request of The Consignor.

2. PRICES

The Prices of all Works of Art may be subject to change upon notification.

3. INSURANCE AND SHIPPING COST

Weber Fine Art ("The Consignee") will assume responsibility for all damage to The Works of Art detailed in this agreement during such time as they are in their control, on their premises, at a third party location or in transit arranged by or agreed to by them. The Consignee agrees to provide wall to wall risk insurance in the amount of Net price of the Work of Art. A copy of your insurance document naming Miles McEnery Gallery as "Loss Payee" and a list of insurance "exclusions" is required. The Consignee is responsible for all shipping costs.

4. ART FAIRS

The Works of Art in this consignment may not be exhibited in any art fair without the express written approval of The Consignor.

5. PAYMENT AND TITLE

Any changes or discounts to the retail prices quoted in this agreement must be approved in writing by The Consignor. The Consignee will notify The Consignor within five (5) business days of the sale of any of The Works of Art and must pay The Consignor the Net Price for The Work of Art within thirty (30) additional business days following the sale. The Consignee will provide The Consignor with a copy of the sales invoice, the name and address of the purchaser, and the purchase price in the event of a sale. If The Consignee does not pay The Consignor when payment is due The Consignee agrees that payment shall be accelerated without further demand or notice and shall be immediately due and payable. Additionally the outstanding unpaid balance shall thereafter bear interest at the rate of 18% per annum or, if less, the maximum rate permitted by law. If The Consignor elects to commence a civil suit against The Consignee for the outstanding balance due The Consignee will be responsible to pay The Consignor's fees and costs, including attorneys' fees and costs. When payment has been made in full to The Consignor, Title will pass.

6. RETURN OF WORKS OF ART

If at the conclusion of the consignment, The Works of Art should remain unsold then their return to The Consignor must be made within 5 business days.

7. CONDITION

The Works of Art that are returned shall be in the identical condition as at the time of their release. If any of The Works of Art are not returned in identical condition The Consignee will

promptly pay The Consignor on request and at their discretion either the full cost for conservation or the full Net Value.

**8. FRAMING, RE-CONSIGNMENT, CONSERVATION AND REPRODUCTION**

Prior to the transfer of title The Works of Art may not be de-fitted from their frames. Works of Art may not be consigned to another gallery, museum, or other third party. Works of Art may not be conserved without the written approval of The Consignor. Works of Art may not be reproduced except for inventory and insurance purposes including reproductions that would be used on the Internet without written consent of the Consignor. Any images posted online should have the corresponding credit line included: Photo courtesy of Ryan McGinness Studios, Inc. / Art Resource, NY © 2021 Ryan McGinness / Artists Rights Society (ARS), New York

**9. GOVERNANCE**

The terms of this Consignment Agreement, #C11819, shall be governed in accordance with the laws of the State of New York and the Uniform Commercial Code [U.C.C.] rules without respect to conflicts of laws. Except for an action to collect payments due under Paragraph 4 or a rescission of a sale of any of The Art Works to UPI, The Consignee and The Consignor agree to submit any claim, dispute, or controversy relating to this Agreement to final and binding arbitration in accordance with the JAMS/Endispute procedures for commercial contracts. The arbitration shall be held in New York, New York, the internal laws of New York shall apply, and The Consignee and The Consignor expressly consent to, and waive any future objection to, such venue, forum and arbitration rules. Judgment upon the award rendered by the arbitrator may be entered in any state or federal court having jurisdiction thereof. The Consignee and The Consignor rights to obtain from any New York court of competent jurisdiction any provisional remedy necessary to protect The Consignee or The Consignor rights and interests pending arbitration, including injunctive relief, shall not be limited hereby. Notwithstanding the foregoing sentence, this dispute resolution procedure is intended to be the exclusive method of resolving any claims relating to this Consignment Agreement.

**10. LIMITS OF CONSIGNMENT**

This Consignment Agreement shall be binding upon and inure to the benefit of the parties hereto and The Consignee and The Consignor respective successors, heirs and permitted assigns. This Consignment Agreement may not be assigned by The Consignee or The Consignor without the prior written approval of the other party. If any term or provision of this Consignment Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, illegal or void, the remaining provisions of this Consignment Agreement shall nevertheless remain in full force and effect.

**11. AMENDMENTS TO THE AGREEMENT**

Any amendment to these terms must be provided in writing by the Consignor.

**12. SIGNATURE AND BINDING TERMS**

A principal or a designated party representing The Consignee must sign below indicating The



