

MIXD GALLERY - ART DISPLAY AND CONSIGNMENT AGREEMENT

THIS ART DISPLAY AND CONSIGNMENT AGREEMENT ("AGREEMENT") is entered into and executed on August 7th, 2026 ("EFFECTIVE DATE"), by and between, an individual and resident of the

State of Arkansas ("ARTIST"), and MIXD GALLERY, LLC, an Arkansas limited liability company ("GALLERY"). Artist and Gallery may be referred to herein collectively as the "PARTIES" or

individually as a "PARTY."

WITNESSETH:

WHEREAS, Gallery owns and operates an art showroom and gallery displaying different artworks for sale located at 5100 S. Park Avenue, Suite A126, Rogers, Arkansas 72758; and WHEREAS, Artist desires to engage Gallery to display the Artwork at Gallery for and on behalf of Artist on consignment, and Gallery desires to accept and sell the Artwork upon the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in exchange for the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, AGREE AS FOLLOWS:

1. DEFINITIONS. For the purposes of this Agreement, the capitalized terms used herein shall have the following meanings, unless the context otherwise specifically requires:

- (a) "Agreement" shall mean and refer to this Art Display and Consignment Agreement, and all amendments hereto.
- (b) "Artist" shall mean and refer to , an individual and resident of the State of Arkansas.
- (c) "Artwork" shall mean and refer to those certain works of art of which "Artist" is the owner and creator as more particularly identified on EXHIBIT A.
- (d) "Commission" shall mean and collectively refer to any Commissioned Artwork Fee and/or Sales Fee earned or accrued during the Term.
- (e) "Commissioned Artwork" shall mean and refer to any commissioned work of art that Artist is engaged to create during the Term that is related, similar to, or based upon the Artwork.
- (f) "Commissioned Artwork Fee" shall mean and refer to Gallery's entitlement to fifty percent (50%) of the Commissioned Artwork Price for any Commissioned Artwork ordered during the Term.
- (g) "Commissioned Artwork Price" shall mean and refer to the purchase price paid for any Commissioned Artwork.
- (h) "Damages" shall mean and refer to any and all claims, actions, suits losses, damages, liabilities, obligations, response and remediation costs, and all other costs and expenses including, without

limitation, reasonable attorney's fees, court and litigation costs, and amounts paid in settlement and judgments.

(i) "Effective Date" shall mean and refer to the Effective Date of this Agreement as written above. The Agreement is effective as of the Effective Date.

(j) "Gallery" shall mean and refer to Mixd Gallery, LLC, an Arkansas limited liability company located at 5100 S. Park Avenue, Suite A126, Rogers, Arkansas 72758.

(k) "Sales Fee" shall mean and refer to Gallery's entitlement to fifty percent (50%) of the Sales Price of any Artwork sold.

(l) "Sales Price" shall mean and refer to selling price of the Artwork as more particularly set forth in Exhibit A.

(m) "Term" shall mean and refer to the Term of this Agreement as set forth in Section 3 of this Agreement.

2. ENGAGEMENT OF CONSIGNMENT SERVICES. Upon the terms and subject to the conditions contained in this Agreement, Artist hereby agrees to deliver the Artwork to Gallery and Gallery hereby agrees to accept such Artwork on consignment for the purpose of marketing, displaying and selling the Artwork at the Gallery, through Gallery's website, or otherwise. Gallery further agrees to

devote commercially reasonable efforts to the sale of the Artwork for and on behalf of Artist.

3. TERM. The initial term of this Agreement shall be for a period of four (4) months from the Effective Date of this Agreement. However, either Party may agree to terminate this Agreement before

the expiration of the Term by providing thirty (30) days' prior written notice of such intent to terminate to

the other. If Artist terminates this Agreement prior to initial term being satisfied and pulls the Artwork

from Gallery, the Artist is prohibited from selling the Artwork outside of Gallery representation until the

expiration of the initial term as stated in the Agreement unless agreed upon between Gallery and Artist.

4. PRICING.

(a) Sales Price. Gallery and Artist expressly agree that the Sales Price of the Artwork shall not be less than the minimum price described on EXHIBIT A. Gallery has the authority to negotiate the Sales Price on behalf of Artist so long as the Sales Price is not less than the minimum price described on EXHIBIT A. The Sales Price shall not include costs of delivery, collection of accounts receivable, or any taxes payable on sale.

(b) Commissioned Artwork Price. Gallery shall consult Artist regarding the Commissioned Artwork Price after receiving interest from a potential purchaser. Artist shall then

determine the price of the requested Commissioned Artwork. The Commissioned Artwork Price shall not include costs of delivery, collection of accounts receivable, or any taxes payable on sale.

5. COMMISSION AND PAYMENT. Gallery's right to the Commission is exclusive during the Term. Regardless of whether Artwork is sold or commissioned at Gallery, online, Artist's independent

arrangement of a sale or commission of the Artwork, a referral by Gallery to Artist, or otherwise, Gallery

is entitled to receive its Commission. All sales must be coordinated through Gallery. The collection of

the Commission and the distribution of Payment to Artist shall be in accordance with the following:

(a) Sale of Artwork. Gallery is entitled to the Sales Fee when the Artwork is sold. Gallery shall collect the Sales Fee for any and all Artwork sold when the Sales Price is collected from the purchaser. Gallery shall pay to Artist the Sales Price less any Commission owed to Gallery with good and immediately available funds within thirty (30) days of collection of the Sales Price from the purchaser. Gallery shall be solely responsible for the collection and remittance of all sales tax related to the sale of the Artwork.

(b) Commissioned Artwork. Gallery is entitled to the Commissioned Artwork Fee Artwork when the

Commissioned Artwork is ordered. Gallery shall collect the Commissioned Artwork Fee for any and all

Commissioned Artworks when the Commissioned Artwork Price is collected from the purchaser. If

purchaser pays Commissioned Artwork Price in multiple installments, Gallery shall collect the prorated

amount of its Commissioned Artwork Fee out of each installment. Gallery shall pay to Artist the Commissioned Artwork Price less any Commission owed to Gallery with good and immediately available

funds within thirty (30) days of collection of the Commissioned Artwork Price from the purchaser. If

purchaser pays Commissioned Artwork Price in multiple installments, Gallery shall pay to Artist the

prorated amount of the Commissioned Artwork Fee less any Commission collected by Gallery out of each

installment within thirty (30) days of collection from the purchaser. Gallery shall be solely responsible for

collection and remittance of all sales tax related to the Commissioned Artwork.

6. DISPLAY. Gallery maintains sole control over the display, placement, lighting and labeling of the Artwork under consignment. Gallery has absolute discretion over what Artwork to display, where to

display it, when to display it, and for how long. Gallery may choose to display all Artwork at once, on a

rotation, or substitute the Artwork at Gallery's sole discretion. Gallery reserves the right to display

Artwork exclusively through its website. Artist shall submit the Artwork ready for display. All Artwork must be exhibition-ready upon delivery and include appropriate hanging hardware installed and ready for display. Artwork that is not exhibition-ready may be refused by Gallery or may be subject to reasonable preparation costs incurred by Gallery to make the Artwork suitable for exhibition.

7. ADVERTISING, PROMOTION & CREDIT. Gallery shall use commercially reasonable efforts to promote, display and sell the Artwork. Gallery shall clearly identify Artist's name with all Artwork and shall include Artist's name on the bill of sale for any Artwork sold by Gallery. Artist reserves all rights to the reproduction of the Artwork except as noted in writing to the contrary. Gallery assumes the right to use images of Artwork to publicize and promote the Artwork through social media, web page, print advertising and newsletters. In every instance of such use, Artist shall be acknowledged as the creator of the Artwork.

8. RISK OF LOSS; INSURANCE. Artist shall deliver Artwork to Gallery at Artist's sole risk. Gallery assumes the risk of loss for the Artwork once the Artwork is delivered to and accepted by Gallery until the Artwork is sold. Gallery shall insure the Artwork in an amount not less than the minimum sales price described on Exhibit A while the Artwork is in possession and control of the Gallery.

9. TRANSPORTATION. The cost and expense for delivering the Artwork to Gallery shall be borne by the Artist, unless expressly agreed otherwise. Gallery shall bear the cost and expense of returning the Artwork to Artist subject to the provisions of Section 13 of this Agreement. The Party responsible for securing transportation of the Artwork shall be responsible for securing shipping insurance during the transport. If anyone other than Artist is to pick up Artwork from Gallery, written authorization from Artist must be presented by the person picking up the works. Artist shall be solely responsible for coordinating all delivery, drop-off, pickup, and transportation arrangements related to the Artwork unless otherwise agreed to in writing by Gallery.

10. REPRESENTATIONS AND WARRANTIES OF ARTIST. As an inducement for Gallery to enter into this Agreement and engage in the transactions described herein, Artist represents and warrants to Gallery as follows:

(a) Ownership. Artist is the lawful record and beneficial owner of the Artwork, free and clear of any and all liens, claims, pledges, encumbrances, options, charges, restrictions and adverse rights or interests whatsoever. Artist is not a party to or bound by any option, contract, or

other commitment relating to any of the Artwork.

(b) Authority. Artist has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

(c) Condition. All Artwork is in good condition and is fully complete. Artist shall make repairs necessitated by minor, unavoidable damage to Artwork while in Gallery's possession.

(d) Copyright. Artist warrants and represents that all Artwork submitted to Gallery is Artist's original creation. Artist further warrants that all Artwork submitted shall be unpublished work to which Artist possesses common-law copyright, and Artist hereby authorizes and directs Gallery to assign all such common-law copyright to the purchasers of any works of art. In the event that any Artwork submitted by Artist has been published prior to submission, Artist shall notify Gallery of this fact, shall obtain statutory copyright of the work, and shall assign all right in such copyright, including renewal and extension rights to the purchaser of the work. If any work of art held by Artist for sale is published for promotional, advertising, or other purposes, Gallery shall obtain copyright on the work in Artist's name, and Artist covenants to assign all copyright, including the right to renewals and extensions of such copyright, to any purchaser of the Artwork.

11. REPRESENTATIONS AND WARRANTIES OF GALLERY. As an inducement for Artist to enter into this Agreement and engage in the transactions described herein, Gallery represents and warrants to Artist as follows:

(a) Authority. Gallery has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

(b) Liens, Encumbrances and Indemnity. Gallery shall not pledge any of the Artwork as security or permit any attachment thereof or levy against the same by its creditors, nor represent to any third party that it is the true or beneficial owner of the Artwork.

12. INTELLECTUAL PROPERTY. Artist shall own, possess and retain all intellectual property related to the Artwork, specifically including the labelling and branding related thereto, and shall only license the use of said intellectual property to Gallery in a limited manner which permits Gallery to sell the Artwork on Artist's behalf.

13. RETURN OF THE ARTWORK. The Artwork shall at all times be subject to the direction and control of Artist, and upon written demand by Artist for the return of any or all of the Artwork delivered

pursuant to this Agreement, Gallery shall promptly return such Artwork in accordance with Artist's reasonable instructions. Gallery may, to the extent reasonably necessary return any Artwork not considered saleable or that do not otherwise meet the business standards of Gallery.

The cost and expense for returning of any of the Artwork pursuant to this Section shall be borne by Artist, unless expressly agreed otherwise. Artist shall be responsible for arranging and completing pickup of all Artwork at the conclusion of the exhibition. All Artwork must be picked up

between the hours of 11:00 a.m. and 6:00 p.m. on December 1, 2026 through December 4, 2026. December 4, 2026 shall constitute the final deadline for pickup of all Artwork unless otherwise agreed to

in writing by Gallery. Gallery shall not be responsible for storing Artwork beyond the final pickup deadline and reserves the right to assess reasonable storage or handling fees for Artwork not retrieved by such date.

14. INDEMNIFICATION.

(a) Indemnification by Artist. Subject to the limitations set forth in this Agreement, Artist agrees to indemnify, defend and hold Gallery harmless from and against any and all Damages incurred by or asserted against Gallery which arise out of, result from or otherwise relate to: (i) any material breach of any representation or warranty made by the Artist in Section 10 of this Agreement; (ii) any Damages related to or resulting from the use, sale or commission of the Artwork.

(b) Indemnification by Gallery. Subject to the limitations set forth in this Agreement, Gallery agrees to indemnify, defend and hold Artist harmless from and against any and all Damages incurred by or asserted against Artist which arise out of, result from or otherwise relate to any material breach of any representation or warranty made by the Gallery in Section 11 of this Agreement.

15. COMMUNICATION. Subject to the limitations set forth in this Agreement, Artist agrees to provide regular updates to the gallery.

16. MISCELLANEOUS.

(a) Assignment. Neither this Agreement, nor any of the rights, obligations and duties hereunder, may be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

(b) Further Assurances. The Parties agree that from time-to-time hereafter, upon request, each of them will execute, acknowledge and deliver such other documents and instruments, and take such further action, as may be reasonably necessary to carry out the intent of this Agreement.

(c) Modification. No provision contained herein may be modified, amended or waived except by written agreement or consent signed by the Party to be bound thereby.

(d) Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Otherwise, this Agreement is not intended to create any rights for the benefit of any third party.

(e) Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

(f) Notice. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and either (i) delivered in person, (ii) sent by express mail or other overnight delivery service providing receipt of delivery, (iii) mailed by certified or registered mail, postage prepaid, return receipt requested or (iv) sent by electronic mail transmission as follows:

If to Artist, addressed or delivered in person to:

Email:

If to Gallery, addressed or delivered in person to:

MIXD Gallery, LLC

Attn: Allison Hobbs

5100 S. Park Avenue, Suite A126

Rogers, Arkansas 72758

Email: allison@mixd.gallery

or to such other address as either Party may designate by notice. Any such notice or communication, if properly given or made by prepaid, registered or certified mail or by recorded express delivery, shall be deemed to have been made when actually received, but not later than

three (3) business days after the same was posted or given to such express delivery service, and if

made properly by electronic transmission, such notice or communication shall be deemed to have

been made at the time of transmission.

(g) Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

(h) Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions contained herein, provided the purposes, intent and objects of this Agreement may be attained and

achieved through the enforcement of such remaining terms and provisions.

(i) Waiver. No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. Any waiver must be in writing.

(j) Rights and Remedies Cumulative. The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

(k) Gender and Number. Throughout this Agreement, the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa as the context requires.

(l) Entire Agreement. This document, together with the exhibits and schedules hereto, constitutes the entire agreement of the Parties and supersedes any and all other prior agreements,

oral or written, with respect to the subject matter contained herein. There are no representations, warranties, covenants or other agreements, oral or written, between the Parties in connection with

this transaction, other than those expressly set forth herein. The terms, deliverables, and conditions contained in this document together with the exhibits and schedules attached hereto are strictly specific to this unique commission and do not apply to any prior or future projects between the Parties.

(m) Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arkansas. The Parties agree that the circuit courts located in the Benton County, Arkansas have sole and exclusive jurisdiction over any action relating to or arising from this Agreement, and the Parties hereby consent to the jurisdiction of such courts.

(n) Waiver of Jury Trial. The Parties hereby waive any right to a jury trial.

(o) Incorporation by Reference. All exhibits and documents referred to in this Agreement shall be deemed incorporated herein by any reference thereto as if fully set out.

(p) Counterparts; Electronic Transmission. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and all of which together shall

constitute one and the same instrument. The Agreement also may be executed via email with .pdf

attachment, electronic signature program (e.g. DocuSign, etc.) or other electronic transmission.

(q) No Joint Venture or Partnership. This Agreement shall not be considered to create any type of joint venture, partnership, or any other legal relationship between the Parties where either Party shall share or be responsible for the debts or liabilities of the other Party. In addition, this Agreement shall not be construed as making either Party an agent of the other Party beyond the extent expressly provided in and limited by this Agreement, or as giving the right of one Party to legally bind the other in any manner so as to permit the incurrence of debts and liabilities on behalf of the other Party.

(r) Authority. Each individual signing this Agreement in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, limited liability company, trust or other entity.

(s) Joint Preparation. This Agreement shall be deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any Party by reason of its drafting of this Agreement, but shall be interpreted according to the application of the general rules of interpretation for arm's length agreements.

(u) Marketing Materials and Photography.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Art Display and Consignment Agreement on and as of the Effective Date _____ until end of contract term _____.

GALLERY:

MIXD GALLERY, LLC,

AN ARKANSAS LIMITED LIABILITY COMPANY

By:

Allison Hobbs _____

Authorized Representative

ARTIST:

By:

(signature) _____

Print Name:

Title: