



Date: December 17, 2024

To: Honorable Mayor and Members of the City Council

From: John La Rock, Community Services Director

By: Monica Harte, Cultural Services Manager | MHarte@TorranceCA.gov

Subject: Community Services - Approve Consignment Agreement for Loan of Artwork to Torrance Art Museum (TAM). Expenditure: None.

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## RECOMMENDATION

Recommendation of the Community Services Director that City Council approve a Consignment Agreement with Fitz Contemporary, a division of Global Fine Distributors, LLC of Tequesta, Florida for loan of artwork to Torrance Art Museum (TAM) for a period commencing January 18, 2025 through March 1, 2025.

## FUNDING

No funding required.

## DISCUSSION

Fitz Contemporary agreed to lend artwork to the Torrance Art Museum (TAM) for its upcoming exhibit: Burner Exhibition: The Outsiders: Billy Shire and the Rise of Low-Brow. The TAM exhibit will run from January 18 through March 1, 2025. Fitz Contemporary is a renowned art dealer and gallery featuring emerging contemporary artists.

Fitz Contemporary will cover all shipping and insurance expenses for the exhibition artworks on loan. The delivery of the artworks to TAM is scheduled to begin on December 20th for preparation of the Exhibition. Fitz Contemporary has agreed to loan the artwork, valued at \$2,437,300, to the TAM at its sole expense. Risk Management and the City Attorney's office have reviewed the Loan Agreement. The TAM features an electronic security alarm system that is monitored 24/7 and the Museum is located at the Civic Center adjacent to the Torrance Police Station.

## ATTACHMENT

1. Consignment Agreement- Fitz Contemporary



## CONSIGNMENT AGREEMENT



THIS AGREEMENT (this "Agreement") made as of the 17<sup>th</sup> day of December 2024 by and between **Fitz Contemporary, a division of Global Fine Art Distributors, LLC**, a Florida limited liability company with offices at 177 North US Highway 1, Suite 306, Tequesta, Florida 33469 ("Consignor") and **The Torrance Art Museum, a part of the Community Services Department of the City of Torrance, California**, located at 3320 Civic Center Drive, Torrance, California 90503 ("Consignee").

In consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

1. Consignor agrees to deliver, at Consignor's sole cost and expense, to Consignee at Consignee's Art Museum at the location set forth above, on consignment **for exhibition only and not for sale**, the Artworks set forth in the annexed Consignment Inventory marked "Exhibit A" and any supplement thereto hereinafter created by mutual consent of the parties (the "Artworks") for a period commencing on **January 7<sup>th</sup> (Estimated), 2025 (the Delivery date to Consignee)** and terminating **MARCH 14, 2025** (the "Term") to enable Consignee to Exhibit **BURNER: THE EXHIBITION** at its Museum, during the period, **JANUARY 18<sup>th</sup> THROUGH MARCH 1<sup>st</sup> 2025 (the "Exhibition Period")**. Consignor shall be responsible for risk of loss until the Artworks are delivered to Consignee. Consignor shall be responsible for the costs associated with any personal appearances of any artists whose works are being displayed at the Exhibition that Consignor (in its sole discretion) determines appropriate. In the event that Consignee requests further Artworks from Consignor on consignment hereafter, any such Artworks delivered into the possession of Consignee shall also be governed by the terms of this Agreement and identified by an amendment to the Exhibit A Consignment Inventory attached and made a part of this Agreement.
2. Additionally, Consignor will:
  - (a) Consignor will produce at its' sole cost a limited run of Commemorative Exhibition Posters that are for promotional and give-away purposes ONLY, with no retail sale required of Consignee. Consignee will give away ten (10) of the Posters per day to guests of the Exhibition (it could be the first ten guests, etc.) at their discretion. Consignor will provide the Museum a separate quantity for their usage (promotionally or otherwise) and Consignor will use Posters as well for its allied PR and Promotional usages in the Torrance/LA DMA. All Posters will be sent to TAM for approval prior to print production.
  - (b) Advertise the Exhibition on its web site, through social media, press releases and other media outlets, including those in and around Los Angeles County, California.
3. Title to the Artworks is and will remain vested in Consignor (or, with respect to the Artworks owned by a third-party, such third-party(ies)) and Consignee will not: (i) acquire any title or other interest in the Artworks (either directly or derivatively), or any other right except the limited and conditional right to display set forth above, (ii) permit any lien, encumbrance or security interest to attach to the Artworks, (iii) permit the Artworks to be copied, imaged or re-printed; (iv) permit the Artworks (or any copies or images thereof) to be subject to any other arrangement or agreement, (iv) permit the Artworks (or any copies or images thereof) to be used by or to be in the possession of any person other than Consignee, (v) permit the Artworks to be removed from any framing and/or packaging supplied by Consignor, or (vi) commingle or intermingle the Artworks with any other art or inventory.
4. Consignee agrees as follows:
  - (a) Consignee shall receive and accept possession of the Artworks delivered by Consignor, as provided for herein on the terms and conditions herein stated.
  - (b) Consignee shall maintain the same level of security for the Artworks that it applies to all of the artworks it owns, stores, and or otherwise displays at the Museum and ensure that the building is adequately secured and alarmed when not open to the public.
  - (c) Consignee shall keep the Artworks fully insured for theft and casualty loss for the full amounts shown on Exhibit A while same is under Consignee's control, in the name and for the benefit of the Consignor, or its designated loss payee. Consignee covenants that if it fails to obtain and maintain such insurance coverage or such coverage is insufficient to cover any losses sustained that Consignee will pay Consignor for any loss or damage that may occur to the Artworks while in the custody of Consignee. Consignee shall provide Consignor with a certificate of insurance naming Consignor, or its designated loss payee, as the loss payee in the event of loss upon execution of this Agreement.
  - (d) Consignee shall pay all expenses for the storage, display, and showing of the Artworks and all

expenses incident thereto.

- (e) Consignee shall exhibit the Artworks in a dedicated location of the Museum during Consignee's regular business hours throughout the Exhibition Period and shall advertise the event on its web site and its social media connections and through appropriate press releases and other means.
- (f) Consignee shall have the right to charge a nominal admission fee and retain 100% of the proceeds collected.
- (g) Consignee shall permit Consignor or their agents to inspect the Artworks during business hours.
- (h) Consignee shall return the Artworks to Consignor or its designee (using an insured and bonded national shipping firm) within 14 days following the conclusion of the Exhibition Period at Consignor's expense. Consignor shall provide Consignee with the address for return no later than the close of the Exhibition Period.
- (i) Consignee shall pay to Consignor the costs to repair or replace the Artworks if damaged while in the possession of Consignee, immediately after the Artworks have been returned to Consignor and written notice has been submitted by Consignor to Consignee noting the damage and requesting payment for said damages.
- (j) That in consideration for the services being provided by Consignor hereunder and other due consideration, the receipt and sufficiency of which is hereby acknowledged, Consignee agrees and covenants:
  - (i) that it will not interfere in any way with the relationship between the Consignor and its employees, contractors or the artists of the Artworks, or attempt to solicit them to terminate their relationships with the Consignor during the Term of this Agreement and for a period of two years thereafter; and (ii) that Consignee will not attempt to purchase any Artworks of the artists during the Term of this Agreement and for a period of two years following the date of termination of this Agreement. It is further agreed by the parties that any breach of the covenant by the Consignee will cause Consignor irreparable harm, the exact amount of which cannot be reasonably calculated.
- (k) Consignee acknowledges that the restrictions in subsection (j) above are reasonable and necessary to protect the legitimate interests of the Consignor, do not cause Consignee undue hardship, and that any violations of same may result in irreparable injury to the Consignor and that, therefore, the Consignor shall be entitled to preliminary and permanent injunctive relief in any court of competent jurisdiction, which rights shall be cumulative and in addition to any other rights or remedies to which the Consignor may be entitled. The parties hereto agree that, if a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision hereof is invalid or unenforceable, then the parties hereto agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision – and the parties expressly request that the court or tribunal exercise such power. These covenants shall survive expiration or termination of this Agreement.

5. It is further mutually agreed between the parties as follows:

- (a) All the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the successors, heirs, and assigns of the parties hereto.
- (b) Each party is solely responsible for paying all of its own operating expenses, including rents, utilities, employees, and contractors.
- (c) Upon acceptance and execution of this Agreement by the parties, all the provision hereof are intended to and shall constitutes a legally binding and enforceable contract governed by the laws of the State of California, without giving effect to its conflict or choice of laws. Any dispute or legal action arising out of this Agreement shall be subject to the exclusive venue of the federal and state courts located in the County of Los Angeles, California and the Parties hereby consent to the jurisdiction of such courts. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.**
- (d) Failure by Consignor to enforce any provision of this Agreement shall not be deemed a waiver of that provision and/or shall not affect the rights and responsibilities of the parties pursuant to any other provision of this Agreement.
- (e) This instrument contains the entire agreement between the parties with respect to the agreements, covenants, and promises contemplated herein, and may be amended only in writing, signed by all parties to this Agreement.
- (f) In the event of any litigation to enforce this Agreement, the prevailing party in such dispute shall be entitled to recover its reasonable attorneys' fees, costs, and expenses.
- (g) This Agreement may be executed in counterparts, and each may be delivered electronically; a .PDF or other electronic copy shall be deemed an original, and all of which, taken together, shall constitute one and the

same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

<b>CONSIGNOR:</b>  <b>GLOBAL FINE ART DISTRIBUTORS, LLC D/B/A FITZ CONTEMPORARY</b>  By: _____ John Caldwell, President	<b>CONSIGNEE:</b>  <b>CITY OF TORRANCE, a municipal corporation</b>  _____ George K. Chen, Mayor  <b>ATTEST:</b>  _____ Rebecca Poirier, MMC City Clerk  <b>APPROVED AS TO FORM:</b> <b>PATRICK Q. SULLIVAN</b> City Attorney  By: _____ Jeanne-Marie K. Litvin, Deputy City Attorney
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## EXHIBIT A

ARTIST	TITLE & DESCRIPTION	INSURANCE VALUE
BANKSY	Waiting in Vain (2013)  Original on roll-down security gate that once covered the main entrance to Larry Flint's Hustler Club on W51st Street in NYC	\$1,500,000.00
EPSYLON POINT	Ma Politique, 2003  2010 x 2353 mm   79.13 x 92.64 in Original aerosol painting on canvas ref. 203550	\$58,000.00
KAWS	Companion Black, 2003  1270 x 558 x 330 mm   50 x 21.97 x 12.99 in Original Cast Vinyl Sculpture ref: 241489	\$160,000.00
LISTER	Mickey Tits, 2021  3400 x 3400 mm   133.86 x 133.86 in Original mixed media painting on canvas. ref: 248801	\$70,000.00
BUFF MONSTER	Impossible Decree #7, 2016  350 x 405 mm   13.78 x 15.94 in Original acrylic painting on wood panel ref: 243581	\$8,500.00
HENRI LAMY	Le Messenger, 2014  1140 x 1420 mm   44.88 x 55.91 in Original painting ref: 196623	\$28,000.00
MAGNUS GJOEN	Break Glass For A New Beginning (Diptych), 2014  450 x 1250 mm   17.72 x 49.21 in Giclee of archival pigments on German etching paper ref: 98681	\$12,000.00
THE CONNOR BROTHERS	If You've Got Skeletons In Your Closet, 2020  290 x 415 mm   11.42 x 16.34 in Hand-colored pigment print with acrylic and oil stick on thick wove paper. ref: 250526	\$9,000.00
KEF!	Crescent Moon Fills My Heart #2, 2023  2032 x 2184 mm   80 x 85.98 in Original acrylic painting on canvas ref: 260663	\$60,000.00

MR. DOODLE	Claude, 2017  540 x 790 mm   21.26 x 31.10 in Original acrylic painting on a plaster bust ref: 266021	\$95,000.00
SHEPARD FAIREY & WK INTERACT	Revolution Girl, 2007  460 x 600 mm   18.11 x 23.62 in Original screenprint with collage and hand coloring on wove paper ref: 263791	\$19,000.00
JAMES MARSHALL AKA DALEK	Buried I, 2022  915 x 915 mm   36.02 x 36.02 in Original acrylic painting on wood panel ref: 244878	\$29,000.00
FUTURA 2000	Pointman, 2004  400 x 500 mm   15.75 x 19.69 in Original mixed media painting with collage on canvas ref: 279705	\$48,000.00
SHANE GOUDREAU	Scrooge and Mona, 2023  1066 x 1422 mm   41.97 x 55.98 in Original aerosol and acrylic painting on canvas ref: 279583	\$6,500.00
MARK RYDEN	Yuki the Young Yak, 2022  270 x 410 mm   10.63 x 16.14 in Original mixed media sculpture with fibers, vinyl, and leather ref: 274550	\$4,000.00
RICHARD ORLINSKI	Wild Kong Oil, 2024  1200 x 650 x 320 mm   47.24 x 25.59 x 12.60 in Original resin sculpture ref: 263676	\$38,000.00
CHROMA AKA RICHARD WOLFRYD	Batman Forever, 2024  645 x 660 mm   25.39 x 25.98 in Original hand-beaded and hand-painted sculpture ref: 289137	\$8,800.00
SPEEDY GRAPHITO	Call me Mick, 2017  600 x 670 mm   23.62 x 26.38 in Painted steel sculpture with anti-slip base ref: 280396	\$30,000.00

MISS TIC	L'Homme est un loup pour l'Homme, 2021  500 x 500 mm   19.69 x 19.69 in Original screenprint in black and red on thick wove paper ref: 263701	\$5,000.00
INVADER	PA-605, 2005  426 x 470 mm   16.77 x 18.50 in Original tile mosaic ref: 284520	\$150,000.00
CRAIG KNIGHT	Covidity, 2023  1010 x 1600 mm   39.76 x 62.99 in Original oil painting on canvas ref: 229707	\$8,000.00
MR. BRAINWASH	Marilyn Monroe, c. 2000  960 x 1260 mm   37.80 x 49.61 in Original mixed media work with collage on thick card ref: 289662	\$48,000.00
BLEK LE RAT	Mona Lisa, 2012  440 x 550 mm   17.32 x 21.65 in Original screenprint in colors on wove paper ref: 263692	\$5,000.00
CEE PIL	Brainwash, 2020  600 x 800 mm   23.62 x 31.50 in Original mixed media painting on canvas ref: 208741	\$6,000.00
PURE EVIL	Elvis Presley, 2020  196 x 277 mm   7.72 x 10.91 in Spray enamel on found metal signage ref: 208628	\$3,500.00
BAMBI	You Want the Moon?, 2024  810 x 1140 mm   31.89 x 44.88 in Original mixed media painting with spray enamel on canvas ref: 277892	\$28,000.00
	<b>Total:</b>	<b>\$ 2,437,300.00</b>