### Definitions

- **Art dealer** means a person engaged in the business of selling works of fine art, other than a person exclusively engaged in the business of selling goods at public auction.

- **Artist** means the creator of a work of fine art.

- **Consignment** means delivered to an art dealer for the purpose of sale or exhibition, or both, to the public by the art dealer other than at a public auction.

- **Work of fine art** means an original art work which is:
  - A visual rendition including, but not limited to, a painting, drawing, sculpture, mosaic or photograph.
  - A work of calligraphy.
  - A work of graphic art, including, but not limited to, an etching, lithograph, offset print or silk screen.
  - A craft work in materials, including but not limited to clay, textile, fiber, wood, metal, plastic or glass.
  - A work in mixed media, including, but not limited to, a collage or a work consisting of any combination of pars. (a) to (d).

### Art dealer and artist; relationship

If an art dealer accepts a work of fine art, on a fee, commission or other compensation basis, on consignment from the artist who created the work of fine art:

1. The art dealer is, with respect to that work of fine art, the agent of the artist.
2. The proceeds of the sale of the work of fine art are trust property and the art dealer is trustee for the benefit of the artist until the work of fine art is sold to a bona fide 3rd party.
3. The proceeds of the sale of the work of fine art are trust property and the art dealer is trustee for the benefit of the artist until the amount due the artist from the sale is paid.
4. The art dealer is strictly liable for the loss of or damage to the work of fine art while it is in the art dealer’s possession. The value of the work of fine art is, for the purpose of this subsection, the value established in a written agreement between the artist and art dealer prior to the loss or damage or, if no written agreement regarding the value of the work of fine art exists, the fair market value of the work of fine art.

### Trust property, art dealer’s creditors

If an art dealer prior to the loss or damage or, if no written agreement regarding the value of the work of fine art exists, the fair market value of the work of fine art:

1. The proceeds of the resale are trust funds in the hands of the art dealer for the benefit of the artist to the extent necessary to pay any balance still due to the artist. The trusteeship of the proceeds continues until the fiduciary obligation of the art dealer with respect to the transaction is discharged in full.

### Art dealer required to obtain written contract

Any art dealer who accepts a work of fine art, on a fee, commission or other compensation basis, on consignment from the artist who created the work of fine art may accept a work of fine art, on a fee, commission or other compensation basis, on consignment from the artist who created the work of fine art only if prior to or at the time of acceptance the art dealer enters into a written contract with the artist establishing:

1. The value of the work of fine art;
2. The time within which the proceeds of the sale are to be paid to the artist, if the work of fine art is sold; and
3. The minimum price for the sale of the work of fine art.

If an art dealer violates this section a court may, at the request of the artist, void the obligation of the artist to that art dealer or to a person to whom the obligation is transferred, other than a holder in due course.

### Waiver voided

Any portion of an agreement which waives any provision of this chapter is void.

### Penalty

Any art dealer who violates s. 129.05 or 129.06 is liable to the artist in an amount equal to:

1. $50; and
2. The actual damages, if any, including the incidental and consequential damages, sustained by the artist by reason of the violation and reasonable attorney fees.