**CHAPTER 129**

**CONSIGNMENTS OF WORKS OF FINE ART**

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129.01 **Definitions.** In this chapter:

1. “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.

2. “Artist” means the creator of a work of fine art.

3. “On 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.

4. “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).

   **History:** 1979 c. 61.

129.02 **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 work of fine art is 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 funds in the hands of the artist 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.

   **History:** 1979 c. 61.

129.03 **Trust property.** (1) If a work of fine art is trust property under s. 129.02 when initially received by the art dealer it remains trust property notwithstanding the subsequent purchase of the work of fine art by the art dealer directly or indirectly for the art dealer’s own account until the purchase price is paid in full to the artist.

   **History:** 1979 c. 61.

129.08 **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.

   **History:** 1979 c. 61.