

ARTIST REPRESENTATION, DISPLAY & EXHIBITION AGREEMENT

This agreement covers the representation, lease, hire, exhibition, display and sale of artworks for either a set period or indefinitely as per agreement dates noted herein.

THIS AGREEMENT is made in duplicate, on _____ between:

Black Creative, Cambridge, Aotearoa, New Zealand (The Agent/Gallery/Curator)

And

Artist Name: _____ (The Artist)

Contact Details: _____

The parties hereto agree as follows:

General Intent:

Black Creative will represent the Artist and agreed works on lease/hire/display & exhibition and for sale at various locations from _____ to _____ inclusive or as agreed between the Artist and the Agent.

(If no end date is agreed then write indefinitely in the "to date" field.)

Either party can terminate this agreement with 2 weeks' notice in writing.

All works of art by the Artist will be approved by _____ (Artist or Representative) for display and sale as per this agreement.

Warranty:

The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.

Pricing and Commission:

The list price for each work should include all required taxes (e.g. GST if applicable). To maintain consistency please round up values. For example, \$239.49 should list as \$240.00.

The Agent will add 25% +GST (rounded up) to all pricing as it's commission on all sales.

The funds for any sales will be distributed to the artist within 28 days after the sale or at the end of the exhibition/display or sooner upon agreement. This allows for payment and collection of artworks at the end of an exhibition.

The Agent will negotiate lease/hire rates on a customer-by-customer basis and will notify the artists of the lease rates agreed before entering into an agreement with the customer. A rate schedule will be provided at the start of each lease arrangement.

All lease/hire fees will be paid monthly around the 28th of each month to the artists nominated bank account.

Any commission requests taken by the Agent during the exhibition/display period will be liable for the commission rate of 25% on top of the commission sale by the artist.

Installation:

The Artist will be responsible for having their artwork ready for installation. It is up to the Artist to provide special installation materials as required and all installation instructions. Where possible the artist maybe asked to assist with the hanging of the artworks prior to the exhibition/display opening.

Once installed the works of art will remain on exhibition/display at the location for the duration of the exhibition/display period.

For fixed term exhibitions, removal of work(s) during the exhibition/display is not permitted or is permitted only upon agreement and with the substitution of artwork approved by the Agent/Curator and upon agreement by both parties.

Any art on lease or hire should remain for the duration of the customers lease agreement, however, can be removed and replaced with agreement by the agent and the customer with 2 weeks' notice in writing.

In the event of a sale of any artwork, the artwork will remain at the display location for the entirety of the exhibition/display and can be collected by the new owner 2 days after the end of the exhibition/display or as agreed.

The shipment of any sold artworks to the new owner is the responsibility of the Artist and all costs will be added to the sale price. The agent will assist where it can in this matter.

Artwork Drop off:

The Artist is responsible for dropping off their artwork to the agent at least 5 days prior to the exhibition/display start date unless agreed with the Agent otherwise.

The Artist shall provide an itemised list of all artwork provide for exhibition/display. All Artwork shall be marked with the Artist's name and numbered with a number corresponding to the itemised List of Artwork. A condition report for each item should be included.

The Agent will take photographs of each artwork and note any damage or discrepancies on the Itemised List.

Artwork Pick-up:

The Artist will be responsible for picking up their artwork within 7 days after the end of the exhibition/display period or as agreed with the Agent.

All artworks will be inspected, checked against the itemised list provided and signed for the by the Artist (or their representative) upon collection.

Transportation of Artwork:

The artist is responsible for the organisation and cost of transportation of the art works to and from the Agent and is responsible to arrange for delivery and pick-up of all art works.

Documentation:

The Artist must provide an inventory list of all artworks with each artwork having the following information at least 4 days before the due start date of the exhibition/display to the Agent.

Information Required:

1. title of works, description, media, size/dimensions and date produce
2. artists sale price of the artwork
3. a short, combined artist statement and biography
4. a photo of the artist if the artist wishes to display their photo

Formal Exhibition Opening:

If the Artist wishes to have a formal opening of the exhibition/display the Artist will be responsible for planning, promoting and covering all costs associated with the opening.

The Agent will help promote, run, and manage the opening along with the Artist.

The Agent may offer to assist with some of the opening costs if it so wishes and may help find sponsorship for the event.

Promotion & Promotional Material:

The Agent will promote the exhibition/display through its social media channels, website and contacts and may include a local media press release.

All promotional materials including social media posts and online marketing must be approved by the Agent and the Artist before final issue, printing and distribution.

The Agent will market the exhibition/display in conjunction with the Artist to ensure maximum exposure of the exhibition/display.

Sponsorship

For any exhibition or display, the Agent may negotiate a sponsor to assist with costs. The Agent will notify the artist and seek approval before signing any sponsorship agreement.

Artist Talks, Workshops:

If the Artist wishes to run artist talks or workshops during the exhibition/display, the Artist will be responsible for planning, promoting and covering all costs associated with the running of the talks and workshops.

The Agent will assist with promoting the events.

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The Artist may wish to assist with promoting the events.

Copyright:

The Agent will not reproduce or authorise reproductions of the works of art in the exhibition/display for purposes of sales, rental, loan or distribution of any kind without the written permission of the Artist.

The Agent has a strict no photography of artworks policy with exception of general opening or reception photography of any exhibition/display opening, artist talk, workshop or event as agreed between the Agent and the Artist.

The Agent may photograph work in the exhibition/display for the catalogue, education, publicity or display purposes or to report damage or other such findings to the Artist.

Insurance:

The Agent shall be responsible for the safekeeping of all Artworks while they are in its custody.

The Artist is responsible for the insurance of the works while on exhibition/display as part of a fixed term exhibition and during transport to and from the location.

All art on lease/hire will be covered under the customers insurance per the agreement between the Agent and the Customer.

We do recommend that the artist have insurance to cover their art works whilst on display or at locations other than their place of residence or work.

Force Majeure:

In the event that performance of this agreement or any part thereof on the part of the Artist or the Agent shall be delayed or prevented by physical disability, the acts or regulations of duly constituted public authorities, strikes, civil tumult, epidemic, interruption or delay of transportation services or other causes beyond their respective control, each shall be relieved of their respective obligations hereunder during the period such prevention or delay exists. It is understood and agreed that there shall be no claim for damages by either party hereto for any such prevention or delay.

Amendments:

All amendments and modifications to this agreement will require the written consent of both parties.

Termination of Agreement:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either the Agent or the Artist, by means of written notification of termination from either party to the other giving 2 weeks' notice.

In the event of the Artist's death, the estate of the Artist shall have the right to terminate this Agreement. Within thirty days of the notification of termination, all unsold Artworks shall be returned by the Agent.

In the event of the Agent closing its business permanently for any reason, all artworks shall remain in the ownership of the Artists herein and shall be returned immediately to the artist as agreed with the Agents representative. Upon closure of the Agents business and where the art is on lease/hire, the artist will be able to negotiate directly with the customer if they so wish as agreed with the Agents representative.

Definitions:

Agent/Gallery/Curator – Refers to Black Creative or it's representative in terms of this agreement. The Agent will be the Artists representative and will negotiate and manage any agreement for exhibition, lease, hire or display with any customer under sperate agreement.

Artist -Refers to the Artist or it's representative in terms of this agreement.

Customer - Refers to the entity that is under separate agreement with the agent to lease/hire/exhibit or display any art provided by the artist under this agreement.

Location – Refers to the location where art is to be displayed which may include public spaces (such as cafes), business or personal properties, galleries or art resellers.

Commission – Refers to the fee chargeable to the Artist for the sale of any art under this agreement.

Lease/Hire – refers to any art on a monthly lease or hire arrangement between the Agent and the Customer. The artist will be paid an agreed monthly fee for each lease arrangement and may vary from arrangement to arrangement.

Lease/Hire Fee – Refers to the agreed lease/hire rate payable to the artist on a regular basis whilst the art is under a lease/hire arrangement.

Exhibition/Display – Refers to any exhibition or display of any art under this agreement as per a standard art exhibition. The artist will not receive any payment for the exhibition or display of their work but will receive any funds from the sale of the art during the exhibition period minus any commissions charged as per this agreement.

In witness thereof the parties have caused this agreement to be executed as of the day and year above mentioned.

Black Creative
72 Williams St
Cambridge 3434

Signed on behalf by: _____

Position: _____

Signed: _____

Date Signed: _____

Artist Name (Printed): _____

Artist Address: _____

Artist Phone: _____

Artist Signature: _____

Date Signed: _____

To be completed upon drop-off:

Number of works received: _____ Number received in good condition: _____

Received with issue (problem identified) _____

Date: _____ Artist Initials: _____

Name of Person receiving artwork _____

*(*if multiple artworks a separate itemised list shall be attached to this agreement.)*