

**EXHIBITION CONTRACT BETWEEN ARTIST AND PRIVATE CENTRES, SPACES OR ART GALLERIES  
WITH THE RIGHT OF SALE OF WORKS OF ART**

In [place] on [day] [month] [year]

**BY AND BETWEEN:**

**On the one hand,**

Mr./Mrs. [personal details of the signatory] as [position], on behalf of [name of the entity/space/centre/institution], with address in [address] and tax identification number of the legal entity [Identification number] or passport for natural persons [Identification number] valid until [date], telephone [telephone number], email [email address]; hereafter referred to as [CENTRE/ VENUE/ GALLERY].

**And, on the other hand,**

Mr./Mrs. [name and surnames], of legal age, nationality [nationality], residing in [address], with tax identification, passport [identification number], valid until [date], telephone [telephone number] and email [email address]; hereinafter, the ARTIST.

Both parties hereby acknowledge each other's legal capacity to enter into this contract and

**STATE:**

1. Whereas the Artist creates and produces works of [describe the area of art and the media in which the artist works], the quality and characteristics of which are well known to [CENTRE/SPACE/GALLERY/ ...].
2. Whereas [CENTRE/SPACE/GALLERY/ ...] is engaged professionally and as a matter of routine business in [activities carried on in the space. For example: exhibitions, deposit, promotion and sale of works of art], using for that purpose a space open to the public which benefits from all necessary administrative consents.
3. Whereas [CENTRE/SPACE/GALLERY/ ...] is interested in the exhibition [if it is also interested in the sale: and sale] of the works which will be specified below during the period [specify the period of validity of the contract which will generally coincide with the period of exhibition], for which the Artist gives his or her consent on the terms of this agreement.
4. That for this purpose, all parties formalise this contract, which will be governed by the following:

**CLAUSES AND AGREEMENTS**

## **I. Purpose of the contract**

The Artist hereby delivers the specified pieces to the [CENTRE/SPACE/GALLERY/ ...] which takes possession of them and undertakes to take care of them with all appropriate diligence, to maintain them in a perfect state of conservation and to exhibit them in a setting which is adequate for that purpose.

[description of the pieces and prices agreed (if any)]

- [Name of piece], [description] and [if there is one, price €XX.XX]
- [Name of piece], [description] and [if there is one, price €XX.XX]
- [Add any further pieces covered by the agreement]

The [CENTRE/SPACE/GALLERY/ ...] takes possession of the listed works with a view to them being exhibited publicly as part of the exhibition to be held in the space that the [CENTRE/SPACE/GALLERY/ ...] uses for that purpose, located at [complete address of the setting where the works will be exhibited: street, number, town, post code and country], between [start date] [month] [year] and [end date] [month] [year].

[Where the works can be sold] The Artist expressly authorises the [CENTRE/SPACE/GALLERY/ ...] to sell the exhibited works at the prices set out above in relation to each of the works.

## **II. Term of the contract**

The term of this contract shall be from the date of this contract until [day the contract is to end], on which date the [CENTRE/SPACE/GALLERY/ ...] shall hand back/return the works to the place specified by the Artist [where works may be sold, only unsold works will be returned].

The contract may not in any circumstances be extended except with the written consent of the Artist.

If by or on the day agreed for the return of the works the [CENTRE/SPACE/GALLERY/ ...] has not returned the works to the place specified by the Artist, the Artist may demand the immediate return of the works by the [CENTRE/SPACE/GALLERY/ ...] or payment for the unreturned works at the price(s) agreed in Clause One of this contract.

## **III. Consideration [if any]**

The Artist and the [CENTRE/SPACE/GALLERY/ ...] have agreed the minimum VAT exclusive price at which the [CENTRE/SPACE/GALLERY/ ...] shall offer each of the works for sale.

The prices agreed for the works may not be changed without the express written consent of the Artist.

The previous Clause notwithstanding, the ARTIST authorises the [CENTRE/SPACE/GALLERY/ ...] to offer a discount of up to [percentage discount: XX%] against the minimum prices on sales to museums/public institutions or other galleries.

The discount will be borne by the parties to this contract in equal proportions. Should the [CENTRE/SPACE/GALLERY/ ...] sell a work at a discount without the consent of the Artist, the [CENTRE/SPACE/GALLERY/ ...] shall bear the discount and shall pay the Artist as if the work had been sold in the normal way without any reduction or discount.

The parties agree so that the allocation of sale proceeds is clear that the [CENTRE/SPACE/GALLERY/ ...] shall allocate the proceeds of any sale as follows:

1. From the VAT exclusive price the cost of production of the work shall be deducted, which will be paid to whoever bore that cost.
2. Of the balance, [percentage XX%] shall be retained in its own right by the [CENTRE/SPACE/GALLERY/ ...] and the balance shall be paid to the ARTIST.
3. The distribution of the proceeds of the sale of any work shall be carried out within [number of days] days from the date of the sale.

#### **IV. Obligations of the [centre/space/gallery/ ...]**

The [CENTRE/SPACE/GALLERY/ ...] undertakes to:

1. Have at its disposal such means and infrastructure as may be sufficient to enable it to satisfactorily carry out the sale, exhibition, dissemination and custody of the work.
2. Take care of the work with all appropriate diligence, keep it in a state of perfect conservation and exhibit it in a setting which is adequate for that purpose.
3. Pay any consideration provided for in this contract.
4. To have due regard to the opinions of the ARTIST in preparing and carrying out the exhibition of the work.
5. Take out an appropriate insurance policy which covers the risks which might arise during the exhibition of the work(s) and transport of the work(s) from the ARTIST's workshop to the exhibition place and its/their return.

The amount of the cover shall be the price for public sale of the work and the ARTIST shall be the policyholder.

6. Respect the ARTIST's moral rights.
7. To pay all expenses (ordinary and extraordinary) which may arise in connection with the exhibition which by, way of illustration but without limitation, include:

- a. The costs of adapting the work to the space in which it is to be exhibited and/or if appropriate the cost of production of the work.
- b. The costs of the equipment and mountings required for the appropriate exhibition of the work as well as for its subsequent de-installation.
- c. The costs of accommodation, trips, travel and living expenses of the ARTIST arising from the performance of this contract. In the event that documentary evidence of expenses is not available when it is apparent that expenses were incurred, the following rules shall apply:
  - i. €XX.XX/km.
  - ii. €XX.XX/meal.
  - iii. €XX.XX/overnight stay.
- d. Royalties for the publication of images of works not produced for the purposes of the exhibition for a total amount of €XX.XX/fees. This amount shall be paid directly to the Artist or to the company which manages such rights under contract to the Artist if notified by the Artist.
- e. Invitations for the exhibition, the parties having agreed to its design and content, with due regard to the Artist and to the fact that the [CENTRE/SPACE/GALLERY ...] may have a specific design or line of communication.
- f. The photographs of the exhibition, of which the Artist shall be entitled to copies and duplicates of.
- g. Postal expenses. For purposes of mailshotting, the Artist shall provide to the [CENTRE/SPACE/GALLERY/ ...] a list of people that the Artist wishes to invite, and shall indicate which of the addresses on the list may be included in the database of the [CENTRE/SPACE/GALLERY/ ...]. The costs of adding to and maintaining the database and of the sending of any letters and/or invitations shall be borne by the [CENTRE/SPACE/GALLERY/ ...]. The Artists undertakes, in any event, to observe the Law on Protection of Personal Data at all times.
- h. The costs of design, layout, photocomposition and printing on any medium whatsoever (paper, CD, USB ...) carried out in connection with the exhibition of the work. The ARTIST and the [CENTRE/SPACE/GALLERY/ ...] shall agree the content thereof. The ARTIST shall respect any design or editorial line maintained by the [CENTRE/SPACE/GALLERY/ ...].

The ARTIST shall be entitled to receive, free of charge, a number of catalogues which is no less than 10% of the total number of catalogues published in connection with the exhibition in the case of an individual exhibition and a minimum of 10 copies free of charge in the case of a collective exhibition or event.

The [CENTRE/SPACE/GALLERY/ ...] shall ensure an adequate dissemination and distribution of the catalogues for the exhibition and of any other publications created for the purposes of the working relationship.

- i. The costs of promoting and/or publicising the exhibition such as the placing of advertisements in means of communication, specialised media, press releases and notes and press conferences.
  - j. All the costs of packing and unpacking the works for the transport thereof.
  - k. All the costs of transport of the work.
  - l. All the costs of production of the work
8. To inform the ARTIST of any matter relating to the exhibition, in particular of any of the following:
- a. The overall and detailed budget for the exhibition.
  - b. All aspects of the installation, exhibition and dismantling of the work.
9. To have the sufficient means and infrastructure to enable it to be carried out satisfactorily and in accordance with the Artist's instructions the exhibition and dissemination as well as the custody of the work.

## **V. Obligations of the artist**

The Artist shall have duties of good faith towards the [CENTRE/SPACE/GALLERY/ ...].

In particular, the ARTIST shall:

1. Maintain the highest level of rigour, professionalism and responsibility in any production the Artist may carry out during the term of the contractual relationship.
2. Carry out such exhibitions or acts of exhibition or dissemination of the Artist's works in the exhibition space of [CENTRE/SPACE/GALLERY/ ...] or in such other spaces, alone or with other artists, as may have been agreed in this contract.
3. Take part in any events that [CENTRE/SPACE/GALLERY/ ...] may organise to disseminate and make the Artist's work known.
4. To take responsibility for the correction installation of the works in the exhibition and to observe the schedule of commitments that may have been agreed in the contract.
5. To provide the [CENTRE/SPACE/GALLERY/ ...] the required information in relation to the works that the Artist is producing.

6. To provide the [CENTRE/SPACE/GALLERY/ ...] with the Artist's up-to-date CV/Bio and information on the Artist's professional career.
7. To provide the [CENTRE/SPACE/GALLERY/ ...] with information that the Artist may receive in relation to the work covered by this contract.
8. To promote, through the Artist's website or social media channels, the activity of the [CENTRE/SPACE/GALLERY/ ...] in relation to the Artist and the Artist's work.

## **VI. Coordination and monitoring**

Responsibility for the performance of this contract shall rest with [Name and surnames], [post] of [CENTRE/SPACE/GALLERY/ ...] and on the part of the ARTIST, with the Artist.

## **VII. Intellectual property rights**

1. The ARTIST states that he/she is the full owner of all intellectual property rights concerning the works created through this residency.
2. [CENTRE / VENUE / GALLERY / ...] undertakes to recognise the ARTIST as the author referred to in this contract at all times and to respect each and every one of his/her moral rights.

Specifically and without limitation to the foregoing, the [CENTRE/SPACE/GALLERY/ ...] declares that it undertakes to acknowledge the authorship of the ARTIST's work in any promotions and public communications that the [CENTRE/SPACE/GALLERY/ ...] may make.

In the same spirit, the ARTIST grants to the [CENTRE/SPACE/GALLERY/ ...] [exclusive/non-exclusive] rights to reproduce, distribute and publicly communicate (including making available) images of the work worldwide during the period of validity of the Artist's intellectual property rights pursuant to Law in force at all times, for the purposes of forming part of the catalogue, for the purposes of disseminating the business, and for the purposes of any form of non-commercial communication or purposes that the project [Name of project or exhibition if appropriate] may at any time decide to carry out in relation to its activities and services.

Any use of images and texts relating to the residency is subject to the approval of the Artist.

Furthermore, [CENTRE / VENUE / GALLERY] is authorised to disseminate said publications and the documentary material produced as a result of the residency.

Notwithstanding the foregoing, if, once this contract has been entered into and before it has been fully performed or subject to early termination as the case may be, it becomes apparent in relation to any work that there is any doubt as to ownership and/or whether any required consent has been given for the exhibition of that work which is required for the performance of this contract, the [CENTRE/SPACE/GALLERY/...] may, at its sole discretion, either terminate this contract

immediately without prior notice to the ARTIST or remove the specific work rights over which have been placed in doubt or disputed, without this constituting an infringement of the ARTIST'S moral right.

The ARTIST shall inform the [CENTRE/SPACE/GALLERY/ ...] of the circumstances, consents and restrictions which condition the management of rights over the Artist's work and shall specify whether the Artist is a member of any copyright management organisation and if so the type of licence to which it has subscribed, so that [CENTRE/SPACE/GALLERY/ ...] may act accordingly, through the payment of copyright royalties directly to the ARTIST or through the management organisation as the case may be.

3. The monetary consideration for the aforementioned assignment is understood to be included in the price established in clause III of this contract.

### **VIII. Transfer of image rights**

The ARTIST hereby expressly grants to the [CENTRE/SPACE/GALLERY/ ...] the right to use the Artist's personal image for purposes of dissemination of the residency or exhibition, and for its inclusion in catalogues, advertisements, audiovisual material and in general for any use that the [CENTRE/SPACE/GALLERY/ ...] may determine to promote the residency, the presentation of the outcome or any associated exhibition.

The ARTIST also states that he/she has the relevant authorisations for the use of personal images that may be part of his/her work under this contract. In the event that any of these authorisations are disputed, clause VII.2 of this contract shall be understood to apply.

### **IX. Notifications**

Any notification that the parties have to make in relation to this contract must be in writing and addressed to the email addresses that are provided for each of the parties in the heading of this contract.

The parties must be notified of any change of address or email address that occurs during the term of this contract.

### **X. Data protection**

The ARTIST'S personal data shall be included in the files of the [CENTRE/SPACE/GALLERY/ ...] and of [NAME] solely for the purpose of communication between or among the parties to this contract. It will not be communicated to third parties nor be used for any other purpose.

In compliance with the (EU) 2016/679 General Data Protection Regulations, the artist may exercise his/her right of access, rectification, deletion and opposition by sending an email to [address of the centre/entity/e-mail of the centre/entity], enclosing a photocopy of the identity document [DNI, NIE or passport] for the verification of his/her identity.

### **XI. Term**

The contract shall enter into force upon the signing thereof and until [day] [month] [year].

## **XII. Inseverability of the contract**

This contract cannot be considered as an incorporation of a company or association between the parties, which only assume the obligations derived therefrom, limiting the responsibility of each of the parties to what results from what is established in its clauses.

Any agreements entered into by either Party with third parties shall not be binding on the other party.

There is no joint or several relationship between the parties, therefore each one shall be individually liable for their own actions.

## **XIII. Force majeure**

The parties shall not be liable if they fail in the attempt to carry out the object of this contract, due to causes of force majeure, all of which are beyond the reasonable control of the parties, including strikes. In these cases, the contract shall be terminated with the parties being unable to claim compensation for damages from the other Party.

Cases of force majeure shall be understood to mean: events such as fires, floods, wars, acts of vandalism or terrorism, prohibition of representations by the competent authority and, in general, all those that cannot be avoided.

In the event of force majeure, the provisions contained in clause XV of this contract concerning compensation shall not apply, notwithstanding the compensation of the expenses actually accrued until the termination due to such duly justified cause. The party that claims the force majeure will have to properly justify it to the other party.

## **XIV. Causes of termination**

The breach by any of the parties of the obligations included in this contract shall allow the other party to automatically terminate it without prejudice to the compensation claim that would have occurred for the damages that said failure would have caused it.

If the breach of the content of this contract is due to causes of force majeure, the parties shall be empowered to terminate it without being able to claim compensation from one another. In that event, the [CENTRE/SPACE/GALLERY/ ...] shall be entitled to claim the amount from the ARTIST which relates to any unfulfilled tasks and/or that part of the scheduled period of exhibition that has not taken place up to the termination of the contract.

The cancellation of the exhibit for any reason other than force majeure shall entitle each of the parties to claim the corresponding damages caused to the other.

## **XV. Applicable law and conflict resolution**

This contract is entered into under the legal system of the country of origin of the contract that shall govern any aspect not covered in the above clauses. If, during their validity, differences in interpretation or compliance arise, the parties shall resolve them by mutual agreement of their interests. If this is not possible, the two parties shall accept the jurisdiction of the Courts and Tribunals of the city of origin of the contract expressly waiving recourse to any jurisdiction that may apply to them.

In witness whereof, the parties sign the present contract in duplicate on the date and in the place stated.

CENTRE:

The [CENTRE/SPACE/GALLERY/ ...]

[FULL NAME OF THE REPRESENTATIVE]

[SIGNATURE]

In [place] on [day] [month] [year]

The ARTIST:

[FULL NAME OF THE ARTIST]

[SIGNATURE]

In [place] on [day] [month] [year]