

Intermediary and Exhibition Agreement, with the Right of Sale



The Artist :
Name :
Address :
Postcode,
town/city :
Phone :
Email :
Website :
Bank account :
F.a.o. :
Subject to VAT:
VAT no. :

hereinafter to be referred to as "**the Artist**"

and

BooART:

Company name: Coöperatie BooART Kunstbemiddeling U.A.
Contact: Paul de Graaf
Address: Maarten Lutherweg 83
Zip code, town/city: 1185 AL Amstelveen
Phone: +31 (6) 41037049
Email: info@booart.nl

hereinafter to be referred to as "**BooART**"

agree that, on behalf of the Artist, BooART shall arrange exhibitions in various venues and act as an intermediary for the sale of his or her art works, under the following conditions:

1. Duration of the Agreement

BooART and the Artist hereby conclude an Exhibition Agreement, which is also an Intermediary Agreement. Either party may terminate this agreement by giving notice in writing at least 30 days in advance.

2. Consignment

The works to be given on consignment shall be listed in a consignment annex appended to this Agreement, with reference to their name, dimensions, edition and sale price.

3. Exhibition, publicity and advertising

BooART shall be responsible for promoting sales and for publicity. With a view to selling the art works, it may at its own expense exhibit them at a venue and in its (online) gallery. BooART shall be free to arrange such exhibitions in such manner as it sees fit.

4. Ownership, sale and delivery

The Artist shall retain ownership of the works given on consignment until they are sold and BooART has received payment for them. During exhibitions, the Artist grants BooART exclusive authority to sell the art works in question. BooART shall agree with the buyer that the works will be delivered once BooART has received payment for them.

5. Insurance

As long as the works remain in BooART's possession, the Artist shall remain liable for them. The Artist shall take out insurance for any possible consequences of such liability.

6. Specification and payment

Within 14 days of a buyer paying for an art work, BooART shall draw up a specification of the sale proceeds and commission for its intermediary services and transfer the balance owed to the Artist.

7. Sale price

BooART shall only sell an art work for the price stated on the consignment list. BooART shall not grant any discount on the price without obtaining the prior written consent of the Artist.

8. Sale and commission

For every painting sold through the Artist or via the Internet or by email or telephone on the basis of this agreement and as a result of being exhibited by BooART, BooART shall receive payment amounting to 20% of the full sale price (excluded VAT) for the services performed by it.

9. Promotion and publicity

BooART may use the name, the work of the Artist and images of it for promotion and publicity purposes.

10. Variations and other arrangements

Variations to the aforementioned arrangements, as well as additional arrangements, shall only be valid once they have been agreed in writing.

11. Exhibition costs

The Artist shall be charged an fee of € 225,- ex. VAT per exhibition for all additional matters such as placing the works on FB, the website and hanging the works in exhibition venues.

12. Mounting systems

The Artist shall provide reliable mounting systems for paintings and photos. If he or she fails to do so, BooART shall provide the mounting systems itself and charge the Artist € 10 for each system.

13. Delivery and collection

If the Artist him-/herself is unwilling or unable to deliver or collect his or her art works, BooART can provide this service, for which BooART shall charge per ride for delivery and/or collection € 50,- within a radius of 50km, € 75,- within a radius between 50km and 75km and € 100,- further afield.

Drawn up in duplicate and signed for approval by:

On behalf of BooART:

The Artist:

Signature:

Signature:

Name : Anneke Boode de Graaf

Name :

Date :

Date :

Town / City:

Town / City: