

## Agreement for Sales Rights Regarding the Creation of a Webshop



### Artist:

Name:  
Address:  
Postal Code and City:  
Phone:  
Email:  
Website:  
Bank/Account Number:  
Account Holder:  
VAT-liable: Yes / No  
VAT Number:

hereinafter referred to as the Artist  
and

### BooART:

Company Name: BooART Kunstbemiddeling V.O.F.  
Contact Person: Paul de Graaf  
Address: Maarten Lutherweg 83  
Postal Code and City: 1185 AL Amstelveen  
Phone: +31 6 41037049 | +31 20 4536080  
Email: info@booart.nl

hereinafter referred to as BooART

hereby enter into an agreement for the creation of a webshop service, as specified on booart.eu.

### Article 1. Authorization

1. The Artist grants BooART authorization to sell the specified artworks during the term of this agreement.
2. BooART will invoice the buyer, with BooART acting as an intermediary collecting the sale price on behalf of the Artist.

### Article 2. Duration of the Agreement

1. The agreement is effective from the date the webshop is made online.
2. The agreement is valid for 1 year and will be automatically renewed for 1 year at a time.
3. The agreement may be terminated no later than 1 month before the end date, and this must be done in writing.

### Article 3. Sales, Discounts, Delivery, and Fees

1. For each artwork sold through the webshop by BooART, the Artist will receive the agreed sale price, and BooART will receive the commission excluding VAT on the sold artwork.
2. BooART will only offer discounts on the sale price with prior consent from the Artist. Discounts will not affect the agreed commission percentage.
3. Upon sale, the Artist is responsible for delivering the artwork to the buyer. Naturally, expertise and partners of BooART may be used. The buyer will pay the shipping costs.
4. The fees payable by the Artist to BooART are as follows and excluding VAT:

### **Basic Membership**

- Annual fee for the service: EUR 150
- Monthly payment option of EUR 15
- Commission on sales by BooART: 15% of the full sale price
- No commission is charged by BooART for sales made by the Artist without using BooART's website.

### **Advanced Membership**

- Annual fee for the service: EUR 220
- Monthly payment option of EUR 20
- Commission on sales by BooART: 15% of the full sale price
- No commission is charged by BooART for sales made by the Artist without using BooART's website.

### **Premium Membership**

- Annual fee for the service: EUR 330
- Monthly payment option of EUR 30
- Commission on sales by BooART: 15% of the full sale price
- No commission is charged by BooART for sales made by the Artist without using BooART's website.

## **Article 4. Specification and Settlement**

1. Within 14 days of receiving the sale amount, BooART will transfer the amount owed to the Artist. The Artist will send an invoice to BooART based on the received settlement.

## **Article 5. Insurance of Availability**

Since this concerns online exhibition, the artworks will not be physically housed by BooART. The Artist is fully responsible for the physical artworks. In the event of a sale by the Artist, the Artist must notify BooART to remove the respective artwork from the shop. A new artwork can then be provided as a replacement.

## **Article 6. Promotion**

1. BooART will also handle sales promotion and publicity through social media channels and ensure that the Artist can also distribute this through social media channels.
2. BooART may use the Artist's name, artwork images, and details for promotional and publication purposes.
3. BooART will manage publicity for the webshop at its discretion.
4. BooART will mediate in any potential sales.

## **Article 7. Rights**

1. The Artist retains full copyright to their artworks upon signing the agreement.
2. By signing this agreement, the Artist declares that the work is created and owned by them and that no third parties have rights to the artwork.
3. The Artist indemnifies BooART against claims from third parties regarding the artwork.

## **Article 8. Termination**

1. Both parties can terminate the agreement by written notice, observing a notice period of at least 30 days before the end of the contract year.

**Additional Option: Physical Exhibition on Location**

**Article 9. Consignment**

1. BooART will take artworks mentioned in Article 2 into consignment during the term of this agreement (Article 11).
2. The consignment of an artwork ends automatically if the artwork is transferred to ownership upon sale to a third party.

**Article 10. Artworks**

1. The artworks consigned by the Artist will be listed and described (title, dimensions, material, sale price, and if applicable, minimum sale price and edition) in the forms provided ONLINE by BooART.
2. Changes to this information will be communicated in writing and processed for a fee.
3. In the event of a sale by the Artist, the Artist must notify BooART.
4. An artwork remains the property of the Artist until it is sold to a third party.

**Article 11. Duration of Consignment**

1. The consignment is effective from the date the exhibition on location begins.
2. The duration of the consignment is 1 year and will be automatically renewed for 1 year at a time.

**Article 12. Costs and Commission**

The fees payable by the Artist to BooART are as follows and excluding VAT:

- Exhibition costs per exhibition: EUR 75, excluding VAT
- Commission on sales by BooART: 30% of the full sale price

**Article 13. Changes to Terms and Conditions**

1. BooART reserves the right to amend or supplement these consignment and exhibition terms.
2. All previous versions of these terms are null and void.
3. These terms are published on the BooART website.
4. The version applicable is always the one in effect at the time a consignment agreement is concluded.

Executed in duplicate and signed for agreement by:

**On behalf of BooART**

**The Artist:**

Signature: .....

Signature: .....

Name: .....

Name: .....

Date: .....

Date: .....

Place: .....

Place: .....