Kingshill House Arts & Meeting Centre

Artist Agreement

This agreement is between Kingshill House Ltd (“Exhibition Sponsor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Artist”)

1. **EXHIBITION DATES**

* Artists supporting documentation – see 3.7 must be received by: **Noon on Friday 24th September 2021**
* Artwork must be received: **On Friday, 8th October 2021**
* Exhibition Opening date: **Monday 25th October 2021**
* Exhibition Closing date: **Sunday 5th December**
* Exhibition Dates shall not be modified without prior written agreement of the Artist.

**Artist**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Post code\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website/Facebook: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **GENERAL TERMS OF AGREEMENT** 
   1. The term of this contract is from **Monday 25th October 2021 – Sunday 5th December 2021**. The Artist will not ask for return of the Artwork prior to the Exhibition closing date unless Kingshill House Ltd breaches this contract (in which case Artist shall email a termination notice Kingshill House Ltd. Within thirty days of the delivery of the termination notice, all amounts due to either party shall be settled and all Artwork shall be collected by the Artist.
   2. Kingshill House Ltd and the Artist agree that the Exhibition Sponsor’s commission is to be **25%** of the retail price of the Artwork. The Exhibition Sponsor shall sell the Artworks only at the retail price specified on the List of Artwork attached as part of this Exhibition Contract. The Artist to invoice Kingshill House Limited within fourteen (14) days of the end of the Exhibition, providing bank details so payment can be made by BAC’s transfer. Kingshill House Limited agrees to pay the Artist within thirty (30) days of the end of the Exhibition.
   3. All modifications, deletions or additions to this agreement must be in writing and signed by both parties and attached to this document. This agreement constitutes the entire agreement between the parties hereto.
2. **ARTISTS CONDITIONS AND OBLIGATIONS**
   1. All Artwork shall be marked with the Artist’s name and numbered with a number corresponding to the itemised List of Artwork. All wall mounted work, paintings and prints must be framed and wired suitable for hanging. Any special display fixtures required for 3D work must be supplied by the Artist.
   2. **The artist shall insure the Artwork** for its full retail price as Kingshill House Ltd can take no responsibility for loss or damage.
   3. Boxes and packing materials are the responsibility of the Artist. The boxes and packing materials should be designed so that it can be reused for packing the Artwork.
   4. If the Artist desires it Kingshill House Ltd will take responsible for storing the original boxes, and materials for repacking the Artwork.
   5. Ifthe Artist fails to collect their work after the Exhibition, then Kingshill House will place the Artwork in storage at the Artist’s risk and expense. If the Artist does not provide alternate instructions to Kingshill House Ltd within three (3) months after the Artwork is placed in storage, then Kingshill House Ltd may dispose of the Artwork in any manner at their sole discretion including sale of the Artwork, and all proceeds, if any, shall be retained by Kingshill House Ltd.
   6. **Any loss or damage that occurs on the Exhibition premises will be reported within one week** of the occurrence to the Artist. A written description of the loss or damage, with photographs and a statement of how it occurred will be sent by Kingshill House Ltd to the Artist by email.
   7. **Artwork to be exhibited by the Artist** should be labelled so it can be identified easily by Kingshill House Limited. **The Artist should provide the following information to ensure Kingshill House Limited are able to accurate label the Artwork for the Exhibtion:**

* Artists Name
* Title of Artwork
* Medium
* Dimensions: height x width – Artwork size and Framed size
* Price
  1. Photographic materials supplied by the Artist for the Exhibition must be JPG images and at least 2048 pixels on the longest edge.

1. **PROMOTION** 
   1. The Artist shall provide at least **three** professional quality photographic image:  
      for publicity in advance of the Exhibition opening date for the catalogue.
   2. Kingshill House **may photograph** work in the Exhibition for the catalogue, education, publicity or display purposes or to report damage or other such findings to the Artist immediately.
   3. Kingshill House Ltd shall use its best efforts to promote and display the Artwork in an appropriate and professional manner. Kingshill House Ltd shall clearly identify the Artist’s name with all Artwork and shall include the Artist’s name on all publicity images and text for any Artwork exhibited.
2. **DISPLAY**
   1. Artwork will be displayed in a secure environment.  
      Staff will monitor the exhibition space to the best of their ability.  
      All visitors will be prohibited from touching the Artwork.  
      Food, smoking or open flames are not permitted in the areas that contain the Artwork. No photography will be allowed by visitors of the Exhibition.
3. **CATALOGUE** **(if applicable)**
   1. Kingshill House Ltd requires professional quality photographs of the Artwork to be included in the catalogue to arrive by Friday **Friday 24th September**. Failure to arrive by this date relieves any obligation of Kingshill House Ltd to include images of the Artwork in the catalogue or any other material.
4. **DISCOUNTS**
   1. No discounts will be offered for the sale of Artwork.
5. **DEPOSITS**
   1. If a buyer wants to purchase an Artwork prior to the close of the Exhibition, a non-refundable deposit of 30% will hold the Artwork until the Exhibition closes. At the close of the Exhibition, the Artwork will be held for the buyer until full payment is received by the Artist or Kingshill House Ltd
6. **REPRODUCTION**
   1. The Artist reserves all copyrights to the reproduction of the Artwork except as agreed to in writing. Kingshill House Ltd may arrange to have the Artwork photographed to publicize and promote the Artwork through means to be agreed by both parties. In every such use, the Artist shall be acknowledged as the creator and copyright owner of the Artwork.
7. **PROVENANCE FOR ONE-OF-A-KIND ARTWORK**
   1. For one-of-a-kind Artwork with a retail price of £500 or more Kingshill House Ltd will furnish the name, complete mailing address, and telephone number of the buyer of the Artwork.
8. **COPYRIGHT**
   1. Exhibition Sponsor shall take all reasonable steps to assure that the Artist’s copyright for Artwork is protected.

**IN WITNESS WHEREOF**, the parties agree as of the date below.

**ARTIST – PLEASE PRINT NAME**

Signature:

**REPRESENTATIVE OF KINGSHILL HOUSE LIMITED – PLEASE PRINT NAME**

Signature:

Date