



AGAC / RAAV STANDARD CONTRACT

<b>Entered into between:</b>	<b>And:</b>
Name:	Name:
A moral person doing business under the corporate name:	(if applicable) Doing business under the pseudonym:
Name of the gallery:	Pseudonym:
With its head office situated at:	Residing and domiciled (or place of business) at:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
E-mail	E-mail:
Web site:	Web site
	# QST: _____
	# GST: _____
<b>(hereinafter the "GALLERY")</b>	<b>(hereinafter the "ARTIST")</b>

WHEREAS the GALLERY appreciates the ARTIST’s art production and wishes to represent the ARTIST for the purposes of exhibition and sale of the ARTIST’s artworks;

WHEREAS the ARTIST wishes to entrust to the GALLERY the artworks described in Appendix A under the conditions stated in the present contract;

**THE PARTIES AGREE TO WHAT FOLLOWS:**

**1. OBJECT OF THE CONTRACT**

1.1 The ARTIST grants the GALLERY the exclusive right to represent him or her, to exhibit and sell all of the ARTIST’s works, whether or not they are on consignment with the GALLERY, as well as the non-exclusive right to promote the ARTIST, in return for remuneration according to the terms and conditions stipulated in the present contract.

1.2 The ARTIST deposits with the GALLERY the artworks mentioned in APPENDIX A for the purpose of exhibition and sale. Each work must be dated and bear the ARTIST’s signature.

1.3 The ARTIST agrees to give the GALLERY a minimum of \_\_\_\_\_ artworks per year for the duration of the contract; at each year end, an inventory of artworks on consignment is made and the minimum number of works to be given by the ARTIST for the following year is adjusted; this adjustment must be put in writing in two copies initialled by both parties.

1.4 The ARTIST guarantees the quality of each of the artworks covered by the present contract and indemnifies the GALLERY against any claim by a purchaser, against all defects, whether they are apparent or not, for a duration of \_\_\_\_\_ years.

1.4.1 Aside from normal alteration of an artwork due to time, if breakage occurs to an artwork within the time period specified in paragraph 1.4 following the sale of that artwork, the GALLERY and the ARTIST agree to mandate an independent expert to be responsible for identifying the cause; the ARTIST is not to be bound by paragraph 1.4 unless the expert determines that the cause of the breakage is the result of faulty fabrication of the artwork; the cost of the expert shall be shared between the ARTIST and the GALLERY according to the proportions established in paragraph 7.1.

1.5 THE ARTIST agrees, in the eventuality that an artwork covered by the present contract requires, within the time period specified in paragraph 1.4, to undertake restoration due to a fabrication default or an error on his or her part, and even if it is a hidden defect, to restore the artwork or replace it upon the GALLERY's request.

1.6 At the time when the ARTIST deposits the artwork with the GALLERY, the ARTIST gives a list of artworks put on consignment that mentions, for each work, the title, the medium used, the year of production, the dimensions, the edition, and the suggested retail price. The GALLERY and the ARTIST sign two copies of this list at the time the artworks are deposited. THE ARTIST also gives the GALLERY an image (in \*.jpg format) of each work put on consignment.

1.7 Within \_\_\_\_\_ working days following the deposit of the artworks and the list provided in paragraph 1.6, the parties to the present contract sign APPENDIX A of the present contract, which mentions the title of the artwork, the medium used, the year of production, the dimensions, the edition, and the suggested retail price for each of the artworks deposited.

## 2. DURATION AND RENEWAL

2.1 The ARTIST grants the GALLERY the rights mentioned in paragraph 1.1 for a period of \_\_\_\_\_ year(s) starting on \_\_\_\_\_ 20\_\_\_\_, for the territories specified in paragraph 3.

2.2 Upon expiry the contract is renewed automatically and under the same conditions as those stipulated in the present contract unless one of the parties sends the other party written notice in which it mentions its intention not to renew the present contract. The notice must be received by the other party at least ninety (90) days before the expiry date of the contract or one of its renewals.

## 3. GEOGRAPHIC AND INTERNET TERRITORIES

3.1 The present contract covers the following geographic territory or territories:

- The city of \_\_\_\_\_
- The following cities \_\_\_\_\_
- Quebec \_\_\_\_\_
- The following provinces \_\_\_\_\_
- Canada \_\_\_\_\_
- The United States of America \_\_\_\_\_
- Mexico \_\_\_\_\_
- North America \_\_\_\_\_
- South America \_\_\_\_\_

- Europe \_\_\_\_\_
- Asia \_\_\_\_\_
- Africa \_\_\_\_\_
- Oceania \_\_\_\_\_

3.2 The present contract also grants the GALLERY the non-exclusive right to promote the ARTIST's artworks on the Internet for the purpose of sales.

**4. COPYRIGHT**

4.1 The ARTIST declares that he or she is the first holder of copyright on the works mentioned in APPENDIX A and on all artworks that the ARTIST will give the GALLERY for the duration of the present contract. If the ARTIST gives the GALLERY other artworks, the parties will add them to APPENDIX A and add their signatures.

**5. EXHIBITION OF ARTWORKS**

5.1 The ARTIST grants the GALLERY the exclusive right to exhibit the works mentioned in APPENDIX A for the duration and in the territory or territories mentioned in the present contract, with the exclusion of trade shows, museums, and other venues that are not specifically designed for the sale of works. It is agreed that the GALLERY may not transfer this right to a third party without obtaining prior written consent of the ARTIST.

5.2 As much as possible, the ARTIST agrees to be present at all vernissages organized by the GALLERY at which one or more of his or her artworks is displayed.

5.3 The ARTIST agrees that, following discussion, the GALLERY determines the duration of each exhibition; once the exhibition is announced, both parties agree to respect the dates provided for the holding of this exhibition.

5.4 The ARTIST agrees that the GALLERY will decide on the physical layout of all exhibitions and as a consequence that it will determine, after discussion with the ARTIST, which works will be displayed and the way in which they will be presented. Because the presentation of artworks must respect his or her reputation and moral rights, the ARTIST agrees to be present at the gallery at least \_\_\_\_\_ day(s) before the exhibition to take cognizance of the layout.

- 5.4.1 The GALLERY agrees to organize the following exhibitions within the duration of the present contract:
- a) \_\_\_\_\_ solo exhibition(s) by the ARTIST
  - b) \_\_\_\_\_ group exhibition(s) including one or more works by the ARTIST

5.4.2 The GALLERY communicates to the ARTIST in writing the name and address of or the venue(s) where the exhibition will take place at least sixty (60) days before the date that the exhibition opens.

5.4.3 Notwithstanding paragraph 3.1, the ARTIST agrees that the GALLERY may participate in trade shows outside the territory covered by the present contract within the duration of the present contract as long as the GALLERY notifies the ARTIST, at least thirty (30) days before the date that the trade show opens, of its intention to display one or more of the ARTIST's artworks on consignment at that trade show.

5.4.4 In the context of a solo exhibition of recent artworks, the ARTIST agrees to complete at least \_\_\_\_\_ % of production of the planned artworks at least \_\_\_\_\_ days before the date of the beginning of the exhibition, and to complete all of the artworks at least \_\_\_\_\_ days before said date.

**6. REPRODUCTION OF ARTWORKS**

6.1 The ARTIST authorizes the GALLERY to reproduce, photograph, film, reproduce digitally, or otherwise reproduce on any known support one or more of the artworks mentioned in APPENDIX A for the purpose of promotion or exhibition of the ARTIST's artworks or for the purpose of archiving, in any form, including, without being limited to,

the following: printout, brochure, program, invitation, poster, mini-poster, display on the GALLERY's Web site, catalogue, or other promotional tool. For the purpose of the present paragraph, the GALLERY recognizes that it may not modify the ARTIST's artwork in any way whatsoever without the ARTIST's written consent, and that it must respect the ARTIST's reputation and moral rights and ensure that the integrity of the artwork and any resulting reproductions is protected.

6.2 The ARTIST agrees not to claim royalties for the uses stipulated in paragraph 6.1.

6.3 The GALLERY gives the ARTIST a copy of the reproductions made for promotional or archival purposes pursuant to paragraph 6.1 as soon as they are made.

6.4 The ARTIST gives the GALLERY the mandate to sign on his or her behalf all contracts linked to promotion and rental of his or her artworks in the context of the present contract; however, the GALLERY may not come to any terms without the prior written agreement of the ARTIST.

6.5 The GALLERY acknowledges that the reproduction right on one or more works mentioned in APPENDIX A for purposes other than promotion or archiving must be the object of a separate contact with the ARTIST.

## **7. SALE OF ARTWORKS, REMUNERATION, AND TAXES**

7.1 For the entire duration of the contract, and in consideration for work performed by the GALLERY, the ARTIST grants the GALLERY a commission equivalent to \_\_\_\_\_% of the sale or rental price, before applicable taxes, for each of the ARTIST's artworks sold or rented on the geographic territory or territories stipulated in paragraph 3.1 and paragraph 5.4.3, whether or not the artworks covered by the present contract are exhibited at the GALLERY.

7.1.1 In case of a sale, the GALLERY must inform the ARTIST within ten (10) days following the transaction.

7.2 The ARTIST grants the GALLERY a margin of negotiation of \_\_\_\_ % on the sale or rental price for an artwork. This margin of negotiation is borne between the GALLERY and the ARTIST according to the proportion established in paragraph 7.1; any reduction above this percentage will be deducted from the GALLERY's commission unless the parties have made a prior agreement in writing to a different arrangement.

7.2.1 When it allows a customer to pay for an artwork in several payments, the GALLERY agrees not to give the artwork to the customer until the final payment has been deposited. If the artwork is given to the customer before final payment, the GALLERY assumes the risk alone and fully, unless the parties have made a prior agreement in writing to a different arrangement.

7.3 Notwithstanding the duration of the contract established in paragraph 2.1, if the GALLERY has organized an exhibition that ended within \_\_\_\_ months preceding the end of the contract, it may benefit from a commission equivalent to \_\_\_\_\_% of the sale price (before taxes) for any sale of artworks by the ARTIST occurring on its exclusive geographic territory or territories for \_\_\_ month(s) following the end of the contract, whether these sales in fact result from the GALLERY's actions, they are therefore considered the result of the GALLERY's efforts to promote the ARTIST; this provision, however, applies only to works described in APPENDIX 1 and excludes those that may have been produced after the end of the present contract.

7.4 In order to comply with paragraph 7.3, the ARTIST must notify the GALLERY within ten (10) days following the sale and give the GALLERY a copy of the invoice attesting to the sale. In the thirty (30) days following full payment for the artwork, the ARTIST issues a cheque made out to the GALLERY for the amount of the commission due. In case of default of payment by the ARTIST, the GALLERY will be authorized to immediately offset compensation for this commission by withholding it from the sums due to the ARTIST or, if these sums are insufficient, by retaining possession of an artwork (or artworks) whose value corresponds to said unpaid commission, and this without further notice or delay.

7.5 THE ARTIST agrees that he or she may not require payment for the sale of a work by the GALLERY before the GALLERY has received complete payment from the purchaser. To this end, the ARTIST agrees that the GALLERY remits the portion of the sale amount that is due to him or her within thirty (30) working days following the GALLERY's deposit of the complete payment.

7.5.1 In the case of sales with payment spread over a period of six (6) months or more, the GALLERY and the ARTIST may agree in writing to the scheduling of payments due to the ARTIST.

7.6 The GALLERY is responsible for collecting GST and QST on the artworks sold or rented and remitting them to the governments concerned, unless the ARTIST is registered for GST and QST; in this case, the GALLERY will remit to the ARTIST his or her portion of the taxes to be paid.

7.6.1 If the ARTIST registers for GST and QST within the duration of the present contract, the ARTIST must notify the GALLERY of this as soon as possible.

7.6.2 For each sale or rental made by the GALLERY, the ARTIST will produce a dated and numbered invoice detailing the sale or rental price, the commission due to the GALLERY, and the amount due to the ARTIST. When the ARTIST is registered for GST and QST, he or she must include the tax numbers and the share of taxes to be collected. It is the ARTIST's responsibility to remit these taxes to the government concerned.

7.7 The ARTIST authorizes the GALLERY, for the duration of the present contract, to loan, for a period not exceeding \_\_\_\_\_ month(s), one or more of his or her artworks with the goal of selling them or of exhibiting them to promote the ARTIST's work. If applicable, the GALLERY assumes the risks and costs incurred of such loan.

7.8 The GALLERY informs the ARTIST in writing of the venue where the artwork on loan will be displayed, the duration, and the costs related to this loan.

7.8.1 The ARTIST reserves the right to claim a royalty for public exhibition rights for his or her work for purposes other than sale to a public body or private firm, but the ARTIST must notify the GALLERY at the time when he or she authorizes the loan.

## **8. STORAGE AND CONSERVATION**

8.1 The GALLERY assumes the costs of storage and conservation of the artworks mentioned in APPENDIX A that are deposited with it by the ARTIST until the ARTIST takes possession of them at the end of the present contract.

8.2 Cancellation of the present contract by the ARTIST or the end of the duration of the present contract automatically leads to a transfer of responsibility for storage of and storage and conservation costs for the artworks covered by the present contract to the ARTIST after the end of the period stipulated in paragraph 12.3.

8.3 Upon receipt of the artworks mentioned in APPENDIX A, the GALLERY must acknowledge their good condition in writing, and if one or more of them is not in good condition, the GALLERY must notify the ARTIST in writing as soon as possible.

8.4 The artworks mentioned in APPENDIX A are deposited at the GALLERY's address. However, they may also be conserved at any other site of the GALLERY's choosing as long as it notifies the ARTIST of this in writing.

8.5 The GALLERY agrees to follow the rules of good practice for the conservation of artworks deposited by the ARTIST. The ARTIST must notify the GALLERY in writing when particular measures must be taken for the handling or conservation of the artworks on consignment.

8.6 In the eventuality that a work mentioned in APPENDIX A is damaged in any manner whatsoever, the GALLERY agrees to notify the ARTIST immediately and describe the nature of the damage.

## **9. FRAMING**

9.1 When a work already framed by the ARTIST before its deposit to the GALLERY is sold, the framing costs must be given to the ARTIST before sharing the proceeds of the work's sale.

9.2 After discussion with the ARTIST and having obtained his or her consent in writing, the GALLERY may have the ARTIST's works framed in order to facilitate their promotion and sale.

9.2.1 When the work so framed is sold, the framing costs, less the taxes, are shared between the ARTIST and the GALLERY according to the proportion established in paragraph 7.1, and the ARTIST's share is deducted from the amount due to him or her by the GALLERY unless another agreement is reached in writing and signed between the parties.

9.2.2 When the work so framed has not been sold at the termination of the present contract and handed back with the frame to the ARTIST, the framing costs are shared in the same way, unless another agreement is made in writing and signed between the parties.

## **10. PACKING AND SHIPPING**

10.1 The GALLERY is responsible for the artworks listed in APPENDIX A and for insuring them consequently in compliance with the article 14.1 below, from the recovery in the space indicated by the ARTIST namely : \_\_\_\_\_ (to be completed on a case-by-case basis).

10.2 The packing and shipping costs for deposit of the artworks by the ARTIST with the GALLERY and the return of artworks covered by the present contract from the GALLERY to the ARTIST are shared equally.

10.3 Costs for packing an artwork and shipping it to a purchaser are assumed by the GALLERY, which may, if applicable, have these costs assumed by the purchaser.

## **11. ACCOUNTING**

11.1 The GALLERY keeps in its books a separate account in the ARTIST's name in which GALLERY records each of its transactions on the different artworks covered by the present contract, including, notably, all payments received and the name and contact information of the purchaser, the number and nature of all operations performed that correspond to payments received, print run, and number of copies sold, as applicable.

11.2 If, at the end of the present contract, sums remain due following a sale for which the purchaser's payments to the GALLERY are scheduled for after the end of the present contract, the GALLERY gives a written accounting to the ARTIST within thirty (30) days of receipt of a payment or of any other transaction related to this sale.

11.3 The ARTIST and/or one of his or her representatives duly authorized for this purpose may consult the separate account covering transactions made under the present contract in the GALLERY's books, by sending the GALLERY advance notice of seven (7) business days.

11.4 The GALLERY informs the ARTIST in writing of all sales within ten (10) days of its conclusion.

11.5 The GALLERY sends the ARTIST, once a year, an activities report to inform the ARTIST of the state of his or her sales.

11.6 The ARTIST agrees to keep the GALLERY informed of all major changes in his or her art production.

## **12. CANCELLATION OF THE CONTRACT**

12.1 The present contract is cancelled immediately if one of the following cases arises: a) the death of the ARTIST; b) the ARTIST or the GALLERY declares bankruptcy, or one or the other is the object of a receiving order in application of the Bankruptcy Act or its goods are repossessed in accordance with the Act or, in the case of a moral person, if it is the object of a liquidation.

12.2 In the eventuality that one of the parties to the present contract does not fulfil its obligations, the other party notifies the party in default in writing and gives it ten (10) days to remedy the default mentioned in the written notice. At the expiry of this period, the contract will be cancelled as a matter of right if the party in default does not remedy its default.

12.3 At the end or the cancellation of the present contract, the ARTIST (or, in case of the ARTIST's death, his or her rights holders) agree to take possession of the unsold works mentioned in APPENDIX A within sixty (60) days following the end or the cancellation of the present contract, in default of which the ARTIST (or his or her rights holders) will assume the cost of returning the works on the GALLERY's initiative.

12.4 At the end or cancellation of the present contract, the GALLERY clears the amounts due by the ARTIST to the GALLERY and by the GALLERY to the ARTIST; in case of disagreement, the parties agree to submit to arbitration as provided in paragraph 15.

12.5 In case of cancellation of the present contract by the ARTIST without serious reason and before its term, the ARTIST is held to repair the prejudice caused to the GALLERY; the ARTIST must reimburse the GALLERY "in proportion to the agreed price, the actual costs and expenses, the value of the work performed before the ... notice of resiliation and, as the case may be, the value of the property furnished, where it can be returned to him and used by him" (Civil Code of Quebec, sec. 2129). When it is impossible to reach agreement, any cancellation before term will automatically be submitted to arbitration as provided in paragraph 15.

12.6 In case of cancellation or non-renewal of the contract, except if there has been fraud or crime against persons, the parties agree to keep confidential the reasons for this decision for a period of at least one (1) year after the date of cancellation or non-renewal.

## **13. MUTUAL COMMITMENTS**

13.1 Pursuant to the exclusivity stipulated in paragraph 1.1 of the present contract, the ARTIST agrees not to solicit or contract with any other party whatsoever a contract for consignment of artworks, representation, sale of artworks, or any other contract that could have the effect of directly or indirectly affecting the rights extended to the GALLERY by the present contract.

13.2 At the time of signature of the present contract, the ARTIST gives the gallery an APPENDIX B that contains a declaration by the ARTIST of all written and verbal agreements presently in effect between the ARTIST and any third party that may affect the rights granted to the GALLERY pursuant to the present contract.

13.3 The ARTIST agrees to notify the GALLERY promptly of his or her participation in art events that are not organized by the GALLERY.

13.4 Upon request of the GALLERY, the ARTIST supplies the necessary documentation and information, included but not limited to, biography, curriculum vitae, catalogues, slides or photographs of the artworks, photographs recorded on CD-ROM or otherwise fixed on any other support, press articles, press reviews, or other. The ARTIST agrees to conduct an annual update of the information and documentation supplied.

13.5 The ARTIST agrees that the GALLERY exercises its entire discretion in the determination of promotional means and tools for the artist in compliance with the ARTIST's moral rights.

13.6 The ARTIST agrees, throughout the duration of the present contract and for a period of \_\_\_\_year(s) following its end or, if applicable, cancellation, to not use personally or divulge to any third party for its use, with the goal of solicitation, promotion or sale of artworks or any other form of services or goods related to the activities covered by the present contract, the confidential information to which he or she might have had access regarding the GALLERY's clientele and was not aware of at the time of concluding the present contract.

13.6.1 Nevertheless, the ARTIST preserves the possibility of using the list of clients that he or she had compiled before the signature of the present contract with the GALLERY, or that he or she compiled independent of the GALLERY; to this effect, the ARTIST makes two copies of the list of clients compiled before the present contract; each copy of this list is placed in an envelope that is then sealed, and initialled by both parties. This list constitutes the content of APPENDIX C of the present contract and is deemed to be attached to the contract when it is signed.

13.7 Pursuant to the exclusivity granted in paragraph 1.1, the ARTIST agrees that he or she may not, throughout the duration of the present contract, agree to the donation of one of his or her artworks, whether or not that artwork is listed in APPENDIX A, for sale by auction for charitable purposes without having obtained agreement from the GALLERY.

#### **14. INSURANCE**

14.1 The GALLERY is responsible for insuring the artworks listed in APPENDIX A against theft, loss, and total or partial deterioration. Said insurance must cover at a minimum the value of the ARTIST's share.

14.2 Given the insurance purchased pursuant to paragraph 14.1 and the eventual settlement of claims by the insurer, the ARTIST renounces all recourse against the GALLERY, its directors, employees, representatives, and rights holders in the case of theft, fire, vandalism, loss, or damage of any nature whatsoever to the ARTIST's works, except if there is gross misconduct, a deliberate act, or gross negligence on the part of the GALLERY, its directors, employees, representatives, or rights holders.

#### **15. MEDIATION**

15.1 The parties commit to make every reasonable efforts possible to resolve any disagreements related to this present contract or arising from its interpretation or its application by way of mediation in compliance with the provisions of the Code of Civil Procedure (Quebec).

15.2 If the parties have not reached an agreement within sixty (60) days following the appointment of the mediator, either party may refer, if necessary, to the courts of general jurisdiction. Thus they expressly renounce to the application of section 37 of the *Act respecting the professional status of artists in the visual arts, arts and crafts and literature, and their contracts with promoters*.

#### **16. GENERAL CLAUSES**

16.1 The present contract is governed by and interpreted in compliance with the laws of the Province of Quebec.

16.2 The parties to the present contract elect domicile in the judicial district of \_\_\_\_\_.

16.3 The clauses of the present contract are interpreted in relation to the others, giving each the meaning that results from them. If any part of the present contract is declared null, illegal, or inoperative, the other provisions nevertheless remain valid, obligatory, and operative.

16.4 The headings in the present contract serve only as references and can in no way modify the provisions.

16.5 The APPENDIXES, duly signed by the parties, are an integral part of the present contract.

16.6 The parties agree to sign all documents and to take all the measures necessary or useful for the present contract to produce all of its effects.

16.7 The present contract sets out the agreement made between the parties and cancels all other prior verbal or written agreements between the parties. The present contract may not be modified without written and signed agreement between the two (2) parties to this effect.

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED TWO COPIES, EACH PARTY KEEPING ITS ORIGINAL COPY,**

at \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_\_.

**THE GALLERY**

**THE ARTIST**

\_\_\_\_\_  
Name in capital letters

\_\_\_\_\_  
Name in capital letters

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature