

## C O N T R A T - T Y P E A G A C / R A A V

### with annotations for artists

**In principle, everything in a contract is negotiable as long as it's not signed. It's important to have a clear discussion with your counterpart regarding your mutual expectations and to have what you have agreed to be clearly stated in the contract.**

1.1 This exclusive right is granted to the gallery, but it is limited in time and space by paragraphs 2.1 and 3. You may discuss with the gallery the exclusion of certain works or categories of work; if this is agreed to, it is important to specify it in the contract. The artist retains the right to do his or her own promotion or to allow others to promote him or her.

1.3 This is a business relationship between a "supplier" and a "vendor," and it's important for the latter to be able to rely on the source of supply.

1.4 The material quality of the work that is for sale is essential, since the eventual purchaser will possess it for an unlimited amount of time. As the artist, it is in your interest, even though you have taken care to use durable materials, to limit the duration of the guarantee offered; in other words, a 20-year duration may be reasonable if the owner of the artwork displays it in a secure way. Don't forget to describe the specific display conditions for artworks, if applicable, in Appendix A.

1.6 The consignment list is a very important document because it establishes which works are in the gallery's possession. It must be updated regularly, and the gallery owner or his or her authorized representative must sign it. This list is very important, for example, if the gallery declares bankruptcy.

1.7 Ideally, this is done on the day that the deposit is made.

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.

2.1 A period of 2 or 3 years is reasonable and allows the quality of the service rendered by the gallery owner and the compatibility between the persons involved to be tested. If a good business relationship develops during the period, the possibility of renegotiating the contract must still be kept open if the need is felt to do so. The ideal time to do this is during the period preceding the current contract's expiration.

3.1 It is in the gallery's interest to have exclusivity over as large a territory as possible, but it is in the artist's interest to ensure that his or her works will be well represented in cities or countries where there is a major potential market. For example, a gallery located in Quebec City, unless it has a branch in Montreal, cannot ask for exclusivity for the Montreal region. The artist must be able to preserve the possibility of finding a gallery in Montreal.

3.2 Because promotion on the Internet may be done equally well by the artist or by another promoter, such as an artist-run centre or a museum, the right to promote and sell on the Internet cannot be exclusive. That said, because you have given the gallery the exclusive right to sell your work in its territory, if you reside within this territory, you must refer offers to purchase on the Internet to the gallery.

4.1 An artist should never assign his or her copyright when his or her works are sold, even if the purchaser is a museum or major corporate collector. Doing this means depriving yourself of potentially large source of income in the future.

5.1 The artist must retain the right to have his or her works exhibited in non-commercial venues within the territory reserved for the gallery; in any case, this is in the gallery's interest as well. You must also be assured that, for example, your Toronto gallery can participate in a trade show in Montreal and sell your works there.

## 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 gallery is responsible for deciding the duration of exhibitions and how the works are displayed. It's best for you to let the gallery owner make these decisions since he or she knows his or her clientele. You should visit the exhibition before it opens, as the vernissage is not the right time to make a scene ...

5.4.1. Non-compliance with this clause may be grounds for reassessment of the contract during its period of validity and certainly when time comes for its renewal. In fact, the object of the contract is the exhibition and sale of the artist's works. If the gallery does not fulfil its commitments, it may be exposed to you justifiably breaking the contract.

5.4.3. Trade shows are free zones, and it's in the artist's interest for the gallery to present his or her works there. For example, if the trade show takes place in Toronto and you are represented by a Toronto gallery, your works may nevertheless be presented by the Montreal gallery without infringing on the exclusive contract with the Toronto gallery.

6.2 Since this is a joint attempt to sell the artist's works, it is normal for the artist to consent to these uses without demanding monetary compensation as long as the uses remain within the framework of the contract. (See 6.5.)

6.4 This mandate given to the gallery is, however, restricted to the object of the contract; everything that is beyond this object and would involve the artist or his or her copyright must be authorized in writing.

7.1 Although the standard gallery commission is 50%, this figure may be higher or lower depending on the services actually offered by the gallery. The division of the proceeds of the sale will also determine the artist's and the gallery's participation in certain expenses.

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 A 10% margin is generally accepted. The portion assumed by the gallery must correspond to the division of the proceeds of the sale. For example, if the margin of negotiation is equal to \$100 and the gallery has the right to 60% of the proceeds of the sale, the portion assumed by the gallery will be 60%, thus \$60.

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 It is difficult to determine the share that the gallery has taken of a sale that occurs soon after the contract ends. It is reasonable to write in 3 months and to grant a percentage of 50%. If the gallery wants the period to last longer, the percentage may be reduced.

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. Invoicing the gallery for a sale that it has made is an excellent means of having a written record for each of your sales. This makes your bookkeeping easier and provides you with documentation. Healthy bookkeeping is based on this kind of basic tool.

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. If the work is lent to a museum or an artist-run centre in Quebec or Canada, you may ask for royalties for exhibition rights to be paid to you by the institution. In some cases, this may be part of the gallery's effort to sell your work and it is better to abstain. You must judge case by case.

8.1 It is important to inform the gallery of all specific precautions to be taken for storage and public presentation of your works.

9.1 The issue of framing must be clarified with the gallery and the agreement must be made in writing to provide a record.

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 is obliged to keep separate books for each artist that it represents. That is the law.

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 gallery is obliged to give you access to the books regarding your works. Of course, this cannot be done every week. One to two visits per year, depending on the volume of sales, may be reasonable.

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 goal of this paragraph is not to restrict your creative freedom but to keep the gallery informed of the development of your art production. The gallery knows its clients and tries to meet their demand. That said, it's up to you to decide whether or not you want to comply with this demand.

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

12.2 If the gallery does not fulfil one or more contractual obligations, you have serious grounds to complain, and you must do so in writing. Keep a copy of all of your correspondence.

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 It is essential to keep up to date the list of artworks that you have consigned to the gallery because, in case of cancellation, you must be able to identify the works that are still in the gallery's possession.

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 Keep your books up to date, or at least keep all invoices, receipts, and other documentation that will support your point of view at the time of final settlement.

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 One does not unilaterally, and without a serious reason, breach a contract, as there are consequences. This article may seem difficult to understand, but it simply says that the goods and services that fall within the agreement between you and the gallery must be divided fairly. Each party must be able to prove what it claims.

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 rescission 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 The art scene is small and ultimately everyone knows everything, but it is always important not to damage someone else's reputation. Whatever the reason for the disagreement, it is better to settle things in private. However, you may tell your association about this, because it can then act on a collective basis without divulging your name or that of the gallery at fault and try to change the faulty behaviours.

13.2 At the time that you sign a contract with a gallery, you must inform it of any contract that is still force with other promoters, even if these are verbal agreements.

13.6 It is normal for the gallery to want to protect its client list, which has been built over the years and has important commercial value. It is therefore essential that you be discreet in this regard and do not solicit your gallery's clients and collectors.

13.6.1 However, you may have built your own list of clients and collectors over the years. It is therefore important that this list be written down and deposited in a sealed envelope. This list will serve as evidence if there is a problem.

13.7 It may surprise you that a gallery would require this, but many artists have actually been hurt by giving works to a good cause. A low price in a sale at auction, for example, can have a devastating effect on the value of your works. Thus, this article is intended not to restrict your freedom but to protect you against the frequent requests for donations for charitable purposes. For more information, consult the document *Charitable Donations of Artworks* available on RAAV's Web site.

14.2. Once your works have been insured by the gallery, and the gallery having committed to handling and conserving them in a professional way, it is normal that the gallery wants to protect itself

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.

against lawsuits. That said, if it is obvious that your works have been damaged through the fault of gallery staff, if you can prove this, and if the gallery refuses to reimburse you for the value of your work, you may take legal action.

15.1 It is expensive to use an arbitrator and it is desirable to do everything possible to reach an out-of-court settlement in the case of disagreement. If you are not able to come to an understanding with the gallery, you may try together to find a mediator whom both of you trust. If this is impossible, you can ask RAAV to recommend someone.

## 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,**

### SIGNATURE

According to section 32 of the chapter S-32.01, the contract is made when it is signed by the parties.

The artist is bound to fulfil its obligations only when he is in possession of a copy of the contract, hence the importance of the signature in duplicate.