

ARTSIDA9

Artist Contract

Between

AIDS Community Care Montreal, a non-profit organization incorporated under Part III of the Québec Companies Act (matriculation # 1143858976) and registered as a charitable organization by the Canada Revenue Agency (registration # 11914 9698 RR 0001), having its main office at 2075 Plessis, Basement Level, Montreal, Quebec, Canada H2L 2Y4.

Referred to hereinafter as "the Dealer"

And

ARTIST FULL NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

Referred to hereinafter as "the Artist".

1. **PURPOSE:** The Artist hereby appoints the Dealer as agent for the purpose of displaying, exhibiting and auctioning of the Artist's work of art below:

| | |
|--|--|
| Title | |
| Medium | |
| Dimensions | |
| Year of production | |
| Fair Market Value | |
| Percentage given to ACCM (minimum 60%) | |

And hereinafter referred to as "the Artwork". The Dealer shall not permit the Artwork to be used for any other purpose without the express consent of the Artist.

The Artist understands that the Dealer is a charitable organization conducting activities to prevent HIV transmission and to provide support to people living with HIV, and that the event to which the artwork is being donated is a fundraising activity for the Dealer.

It is understood that the Artist donates the Artwork and that it will not be returned to the Artist unless an express agreement to the contrary has been reached.

2. **WARRANTY:** The Artist hereby warrants that he/she created and possesses unencumbered title to the Artwork, and that the description as provided to the Dealer is true and accurate. In addition, the Artwork in exchange is signed and attributed to the Artist according to the usual practices of the Artist. It is further understood that the sale of the Artwork does not include the right to reproduce the Artwork, which right remains that of the Artist, and that this will be communicated clearly to the purchaser.
3. **INDEMNIFICATION:** The Artist agrees to indemnify the Dealer against all costs and expenses (including reasonable attorney's fees) incurred by the Dealer in connection with any claims made against the Dealer that any Artwork that is a part of this Agreement is not an original creation of the Artist or infringes upon a third party's copyright.
4. **ARTIST RESPONSIBILITY:** The Artist shall be required to deliver the Artwork to the Dealer before December 20, 2018. The Artist shall also deliver the Artwork in good condition, unless otherwise specified by the Artist during the submission process. Upon selection, the Artist will submit the Artist Contract, Certificate of

Authenticity and proof of estimated value before December 20, 2018. If these documents are not submitted by the deadline, the Dealer reserves the right to withdraw the Artwork from the auction.

5. **TRANSPORTATION RESPONSIBILITIES:** The Artist is responsible for proper packaging and safe shipping of Artwork to the Dealer.

It is understood that if the Artwork is exceptionally returned to the Artist, the Dealer is responsible for the adequate and safe packaging of the returned artwork. The Artist is responsible for all fees related to the shipping of the returned Artwork, including the original shipping, handling and insurance fees when the Artwork was sent to the Dealer.

6. **PRICE:** The Artist consents to, and authorizes, the Dealer to determine:
 - a. The estimated value of the Artwork, taking into consideration the proof of estimated value provided by the Artist;
 - b. The starting bid price of the Artwork.
7. **RESERVE BID:** The Artist agrees to authorize the curatorial committee to set a minimum or reserve bid of the Artwork based on fair market value. The Artist agrees that by the signing of this agreement, the Artist authorizes the auctioneer to determine that if the bids are not commensurate with this reserve bid, the auctioneer will withdraw the piece from the auction.
8. **EVALUATION:** If the proposed estimated value is \$1000 or over, a proof of estimated value in the form of a prior receipt for a value of similar format is required. Otherwise, the Dealer will set the estimated value, which will be under \$1000.
9. **REPRODUCTION:** The Artist reserves all right to the reproduction of the Artwork and this shall be clearly indicated by the Dealer to purchasers of the Artwork. The Artist gives permission for the reproduction of the Artwork for promotional or marketing purposes of the Dealer in connection with the event.
10. **PROMOTION:** The Dealer shall use its best efforts to promote the Artwork of the Artist. The Dealer shall identify clearly the Artwork with the Artist's name, title, media, and related information. It is at the Dealer's discretion how the Artwork will be displayed physically at the event.

The Artist is responsible for providing a digital image of the Artwork to be posted on the event web site and for the printed Catalogue. The Dealer agrees to take precautions to prevent the images of the Artwork used on the website from being circulated.

The artist authorizes the dealer to use all photos of the artwork already in existence and/or all photos of the artwork or of the artist taken during the vernissage and the

auction for means of promotion of the event itself or for promotion of future editions of the event.

11. **MEDIAS AND ARCHIVES:** The artist accepts that video and photography teams deemed authorized by the dealer may capture images of the exhibition and the auction and that these can be used for local news reporting, or in the context of documentaries, on the dealer's website and/or on the site of third parties deemed authorized by the dealer, as well as for the dealer's archived files.
12. **DURATION:** The Artist and Dealer agree that the Artwork is considered for auction upon receipt of said Artwork and shall be posted on the website www.artsida.org for the duration of the online preview and bidding period and up to and including the date of the auction event. Moreover, after these time periods, the Dealer agrees to pursue the promotion to sell the artwork. The parties acknowledge that the dealer remains the proprietor of the artwork in accordance with clause 13 ("Return of Works") and the present agreement
13. **SUBSEQUENT SALE:** The Artist will not take advantage of contracts developed through the event to sell the Artwork returned from the event to the exclusion of any benefit to the Dealer.
14. **RETURN OF WORKS:** The parties recognize that the dealer becomes the exclusive proprietor of the artwork once both parties have signed the present contract and that the artist cannot afterwards reclaim ownership for a full year after signing the contract. During this period, the dealer can try to sell the artwork by any chosen means, as long as they respect the conditions of sale established by the online submission form.

If the artwork is not sold by the dealer within the year following the signature of the present contract, the parties recognize that the artist may reclaim possession of their work through an expressed request from the artist to the dealer to that effect and at the condition that the artist settles all costs related to the return of the work, including transportation costs. The parties also recognize that up until the artist clearly expresses their intention in writing to reclaim the artwork from the dealer, the dealer remains the sole and unique proprietor of the work and may sell it without compensating the artist, and along any sales conditions that the dealer deems appropriate, without any obligation to respect the sales conditions established by the artist during the selection process.

15. **EXPENSES:** The Artwork is available for exhibit and auction as is. Cost of appropriate framing is the responsibility of the Dealer. Under special arrangements, the Dealer may deem it necessary to assume framing costs which will be deducted as reimbursement from the total sales price of said Artwork. Promotion, advertising costs and costs of exhibitions shall be absorbed by Dealer.

16. **INSURANCE:** The artist understands, accepts and expressly recognizes that the dealer cannot be held responsible for damages that may be caused to a part or the entirety of the work, or for the loss of the work, no matter the reasons or the gravity of these damages or this loss, which may be without limitation and named only as example, due to breakage, theft, flooding, poor handling or manipulation, an earthquake, a landslide, etc. The artist understands that they will receive no compensation for any damage or loss of artwork, regardless of whether the artist only made a partial donation of the profits from the artwork or donated the entirety of the profits to the dealer. ;
17. **CALCULATION OF AMOUNT OF TAX RECEIPT TO BE PROVIDED TO THE ARTIST:** A tax receipt to the Artist shall be provided for the estimated value as established by the Dealer. A tax receipt can only be provided to the Artist if the Artist agrees to donate the full amount of the successful bidding price.
18. **REMOVAL FROM FACILITY:** Dealer will not permit any Artwork to be handed over to potential customers for the purpose of sale on approval. Once the Artwork is in the possession of the Dealer, they are considered the temporary property of the Dealer.
19. **ENTITLEMENT TO BUYER INFORMATION:** The Artist is entitled to be informed of the final sale price of the Artwork and is entitled to know the name of the third-party purchaser. Third-party purchasers are aware that they are not required to provide telephone number(s) but may provide email addresses for future correspondence at their discretion. Artists and purchasers are encouraged to communicate in writing only unless otherwise agreed between the Artist and the purchaser.
20. **TERMINATION OF AGREEMENT:** This Agreement can be terminated at any time by 30 days written notification of cancellation from either party. In the event of the Artist's death, the estate of the Artist shall have the right to terminate this agreement under the same conditions. All accounts shall be settled and any unsold Artwork returned to the Artist or, in the case of the Artist's death, the personal representatives of executor within 30 days of that notification of termination.
21. **ACCOUNTING:** Dealer agrees to provide Artist with a complete accounting to include the following information: the title of the Artwork sold, date of sale, name of purchaser, sale price and costs as outlined in the present agreement. This accounting shall be provided within a reasonable period of the sale of the Artwork or of the termination of the present agreement.
22. **INTEGRATION:** This agreement constitutes the entire understanding between the parties. Its terms can only be modified in writing signed by both parties.

23. **NOTICES AND CHANGES OF ADDRESS:** All notices shall be sent to the Artist at the address specified in the present Agreement. Each party agrees to give written notification of address prior to date of said changes.
24. **JURISDICTION:** This agreement shall be governed by the laws of the Province of Québec and the parties expressly agree that any dispute based on this Contract shall be undertaken before a Quebec court.
25. **INTERPRETATION:** If any clause of the present contract is deemed to be invalid, the remaining clauses will nonetheless remain in force and shall be interpreted in such manner as to constitute the whole agreement.
26. **LANGUAGE:** The parties agree that the present agreement and associated materials be drawn up in the English language.

IN WITNESS WHEREOF, the parties have signed:

The Artist:

Signed at

City

Date

Print full name

Signature

The Dealer:

Signed at

City

Date

Print full name

Signature