

The
Arts
Association
of
Bellville

Die
Kunsvereniging
van
Bellville



Members exhibition 2024

EXHIBITION AGREEMENT

Branch of
The South African
National Association
For The Visual Arts

Library Centre,
Carel Van Aswegen Street,
Bellville, 7530
Tel (021) 021 4446500
E-mail: artbellville@gmail.com

**EXHIBITION AGREEMENT
ENTERED INTO BY AND BETWEEN:**

1. PARTIES

- 1.1 The Arts Association of Bellville
Library Centre, Carel van Aswegen Street, Bellville
Telephone: (021) 444 6500
E-mail address: artb@artb.co.za or artbellville@gmail.com

(hereinafter referred to as "Arts Association")

1.2 _____

Address : _____

Cell phone: _____

Email address: _____

(hereinafter referred to as "The Artist")

2. INTRODUCTION

- 2.1 The Arts Association is entitled to the use of part of the Bellville Library Centre – Art.b (the premises).
- 2.2 The artist is the owner of certain artworks and the sole copyright holder of said work.
- 2.3 The Arts Association is willing to exhibit the artworks as set out herein.

3. CONDITIONS OF EXHIBITION

- 3.1. The Artist hereby guarantees that he/she is the sole owner of the artworks as reflected in the annexed schedule (the "ARTWORKS").
- 3.2 The Arts Association will make space available for the exhibition of the artworks at the premises and on the website www.artb.co.za subject to the terms and conditions set out herein, and at the following times and for the following period:
- 3.2.1 Period of Physical exhibition: **Saturday 2 March 2024, Closing 23 March 2024**
Online Exhibition: **Until 31 May 2024**
- 3.2.2 Opening hours **Tuesday – Friday 10am – 17pm Saturday 10am -1pm**

3.3 Damages and/or losses whilst the ARTWORKS are on the premises as well as any damages during transport of ARTWORKS to or from the premises shall be for the sole risk of the artist. The artist hereby waives any claims for whatsoever reason against the Arts Association, and indemnifies the Arts Association against any claims in respect of both the artworks and the exhibition of whatsoever nature, and howsoever arising.

3.4 Opening

3.4.1 The exhibition will be opened on **Saturday 2 March 2024 at 10h30 for 11h00**

3.4.2 The Arts Association shall exclusively be entitled to provide wine and/or other liquid refreshments on such conditions as it may decide in its sole discretion (delete whichever is not applicable).

3.5 Invitations

3.5.1 The Arts Associations will send invitations to its members and advise them of the exhibition and opening.

3.5.2 The Arts Association will advertise the event on its social media platforms from the final invitation. **The artist may only "share" the invitation as it appears on the Art.b social media pages and may NOT create another event on his/her personal Facebook page or via any other social media profile.**

3.6 Hanging of Work

3.6.1 The Arts Association of Bellville will hang/place the artist's work at its discretion.

The artist acknowledges that the final placement is at the sole discretion of the Arts Association.

3.6.2 The artist will provide the following information in respect of each artwork to be exhibited:

Artist:

Title:

Medium:

Size:

Selling Price:

3.7 Collection of Work

The Artist will collect unsold and uncollected works by no later than **3 work days after closing date of the exhibition.**

3.8 Selection

The Arts Association reserves the right to refuse to exhibit any of the works of the Artist without giving reasons and to implement the necessary measures with regards to artworks of a sensitive nature/content.

3.9 Liability

3.9.1 The artist acknowledges that the Arts Association does not have insurance for any damage to or loss of such works, arising from whatever cause, during handling, hanging, exhibiting or at any other time. The Artist acknowledges that it will be his responsibility, should he/she wish to insure his works against loss or damage whilst same are in the possession of the Arts Association.

3.9.2 The Arts Association will take reasonable care to avoid damage to or theft of the artworks.

3.10 Lien

The Arts Association has a lien on all exhibited works of the Artist to secure proper execution of the Artist's obligations to the Arts Association.

3.10.1 The Arts Association is not responsible for the delivery of sold works to buyers but can arrange a courier at the expense of the buyer.

4. FINANCIAL ARRANGEMENTS

4.1 The Arts Association is responsible for the sale of all artworks, and all payments will be done directly to the Arts Association, alternatively into a bank account nominated by the Arts Association.

4.2 The Arts Association is entitled to a commission of **33,33% on sales.**

- 4.3 The Artist is aware that members of the Arts Association are entitled to a discount of 5%. The Artist and the Arts Association shall fund the discount in equal portions.
- 4.4 The Arts Association will pay all amounts received from buyers less the commission to the artist within 60 days after receipt from buyers. It is specifically agreed that the Arts Association shall not be responsible to collect money from buyers. The Arts Association shall, however, waive any claims for commission on any dishonored sales.
- 4.5 Artists who pay VAT are personally liable for such payments on the works sold and consequently must allow for VAT when setting the prices. In such case the artists must inform the Arts Association. Commission is not calculated on the VAT amount.
- 4.6 The Arts Association will reserve consignment rights on the artworks till:
31 May 2024 (the end of the online exhibition)

5. ARTISTS BANKING DETAILS:

Bank name: _____

Account name: _____

Account type: _____

Account no: _____

Branch no: _____

6. FINAL AGREEMENT

This is the final agreement between the parties. No amendment shall be of any force or effect unless reduced to writing and signed by both parties.

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2023.

1. _____

2. _____

o.b.o THE ARTS ASSOCIATION OF
BELLVILLE

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2023.

1. _____

2. _____

THE ARTIST