

## COOPERATION AGREEMENT

### BETWEEN

[Gallery's name], a private limited company, with its registered office at [address], Chamber of Commerce [number],

hereinafter referred to as: 'the Gallery';

### AND

The [name], located at [address],

hereinafter referred to as: 'the Artist';

### WHEREAS:

1. the Gallery is an art gallery which invests in artists. The Artist wishes to work with the Gallery with a view to developing his/her artistic career;
2. in this Agreement, the Artist is designating the Gallery as the primary gallery, that is, the gallery which will exclusively exhibit and promote the Artist's work for a long period, with room being given for cooperation with secondary galleries, that is, galleries which may work with the primary gallery on a one-off or regular basis;
3. the Artist and the Gallery are convinced that cooperation with the Gallery as the primary gallery will be advantageous to both of them over the long term and that it is in both of their interests to share the proceeds from the sale of the Artist's artworks in a cost-efficient manner;

### HAVE HEREBY AGREED AS FOLLOWS:

#### **Article 1. Cooperation**

Through this framework agreement, the Gallery and the Artist wish to lay down on good terms the modalities of their cooperation.

The Artist will endeavour to create works with reasonable regularity, with an eye to developing his/her oeuvre.

## **Article 2. Exclusivity of and efforts by the Gallery**

1. The Artist and the Gallery hereby agree that the Gallery will be designated as the primary gallery in [country]. The Gallery will represent the Artist in [country] to the exclusion of other galleries.

Any sales of the Artist's works will go through the Gallery, independent of exhibitions occurring and irrespective of the date of the sale and place of the sale (gallery, museum, studio or other location).

2. If the Gallery works with secondary galleries, the Artist's works will be given on consignment to the secondary galleries. The Gallery and the secondary gallery will determine the sales price in consultation. The secondary gallery will bear its own costs.

Subject to written derogation, the Gallery, as the primary gallery, and the secondary gallery will be entitled respectively to 10% and 40% of the sales price. The Gallery will invoice its portion of the secondary gallery's commission to the secondary gallery, which itself will invoice the buyer.

[The commission split referred to in the previous paragraph will not apply to the cooperation with [gallery's name] as the secondary gallery.]

3. The Gallery will invest in the Artist's reputation by organising and/or financing promotional activities, and/or payments in advance, and/or investments in production costs, and/or participation in catalogue production, all of the foregoing consistent with the specific, mutual agreements made between the Gallery and the Artist.

These specific agreements may be directed at the following actions intended to exhibit the Artist's work to the public under the best possible circumstances, in close cooperation with the Artist:

- organising exhibitions and lectures;
- informing the press (journalists and critics), so as to boost the Artist's visibility and reputation;
- representing the Artist in domestic and foreign art fairs, in order to present the Artist on a bigger international or other stage;
- attending to files for institutional buyers' buying commissions;
- publicising exhibition catalogues and books about the Artist's work;
- utilising the cooperation with other galleries to expand the Artist's network, particularly in foreign countries, for which the Gallery will be compensated separately in accordance with Article 2.2;
- to the extent possible, placing the Artist's work in private and public collections, with the Gallery's serving as a bridge between the Artist and private collectors, art professionals, media, companies, institutes and government bodies;
- promoting artistic-academic research regarding the oeuvre;
- maintaining an archive of articles, reviews, photographs, and so forth pertaining to the work;
- investing in the production of works (pursuant to agreements to be determined later).

This list reflects the areas in which the Gallery will undertake to exert its best efforts, without the list being exhaustive or binding as to each separate item. It will be up to the Artist and the Gallery to make additional agreements which relate to the cooperation and the needs regarding developing the Artist's career. The Gallery will continuously advise the Artist on developing his/her career.

4. Subject to agreements to the contrary, the Gallery will assume the following costs for its own exhibitions and participation in fairs:

- insurance;
- PR and communications about the exhibitions;
- set-up and dismantling installation costs;
- participation costs in fairs;
- shipment costs to buyers;
- transport between the studio and gallery.

### **Article 3. Consignment of works**

1. Unless agreed otherwise, the Artist's work which is provided to the Gallery will always be on consignment in the Gallery.

2. The Gallery may keep the Artist's work in stock, exhibit and sell it, and return the work to the Artist. Ultimately, the Artist's work must be returned to the Artist when the cooperation is over.

3. For all of the Artist's work which is provided to the Gallery, a consignment document will be drawn up, in which the work will be identified by title, production year, dimensions and technique, and the prices and designation for the work will be stated. The consignment document must be signed by both parties. A new list must be created on stipulated dates, but in any event at least once a year.

Before the consignment document is drawn up, the Artist will furnish the following information to the Gallery: a quality image of the work; title; year; dimensions; technique and installation instructions. This information will be conveyed by e-mail or another agreed digital method.

4. If works indicated on the consignment list are used for exhibitions outside the Gallery, they will be treated as if they were lent out by the Gallery.

5. The Artist will remain the owner of the consigned works at all times.

### **Article 4. Exhibitions**

1. As the primary gallery, the Gallery will organise exhibitions concerning the Artist both domestically and internationally, in consultation with the network (other primary galleries in foreign countries).

2. The Gallery itself will organise both solo and group exhibitions at regular intervals. The Artist and the Gallery will make agreements on the frequency of the exhibitions, taking into account the specific circumstances (production time, exhibitions outside the gallery and so forth).

No later than each anniversary of this Agreement, the Artist and the Gallery will make agreements for the next year. In consultation each time, they will agree on a reasonable interval of 6 to 12 months between exhibitions for the cooperation with the Gallery as the primary gallery.

#### **Article 5. Sales**

1. The Gallery will set the sales price for the Artist's works in cooperation with the Artist. The sales price will be the same for sales inside or outside the Gallery (in particular, from the studio). In setting prices for its own sales, the Gallery will consider the secondary galleries' sales prices.

2. The Gallery will receive a commission of 50% of the net price, exclusive of VAT, minus the production costs, and any other mark-ups based on where the works are sold.

In selling the Artist's work, the Gallery will bill the total price to the buyer. The Artist will in turn bill his/her portion to the Gallery. ~~The Gallery will pay the Artist's portion within a reasonable period after receiving the payment by the buyer.~~ See Article 3 of the Gallery Fair Practice Code.

As regards sales by the secondary gallery, the Gallery will act in accordance with this Article.

3. The Gallery may allow any discount of up to 15% without the Artist's permission. Any discount up to 15% will be shared equally by the Gallery and the Artist. Higher discounts may be agreed on in mutual consultation.

4. The Gallery will inform the Artist of any domestic or international sale. The Gallery will provide the Artist with a list of the collections which include his/her work.

#### ~~**Article 6. Client information**~~

~~To the extent that the Gallery acts as agent for the artist the Gallery is required to provide client information. If the Gallery and the Artist agree to exchange client information, the information will remain the Gallery's property. The Artist may not use this information for commercial purposes, for example, by conveying it to another gallery.~~

#### **Article 7. Insurance**

The Gallery hereby undertakes to insure all of the artworks in the gallery through the Gallery's policy with [insurer's name]. The Gallery's liability will remain limited to the benefit paid by the insurer.

#### **Article 8. Photographic material**

If the Artist transfers photographic material to the Gallery, he/she will ensure that he/she has made agreements with the photographer allowing the material to be published in any media, including on the internet. The Artist will allow the Gallery to reproduce and publish photographic material of his/her works without additional payment. This may relate to publications for museums and the Gallery in any media, including on the internet, with attribution for the photographer.

### **Article 9. Courtesy**

If the Artist's work is exhibited publicly by third parties (galleries, museums and the like), the Gallery will, as the primary gallery, be entitled to be mentioned as the lender of the work next to the work (Courtesy of Gallery [gallery's name]). The Artist will ensure that the third party concerned complies with this agreement.

Similarly, reference must be made to the Gallery in publications about the Artist, catalogues of the Artist's work, press releases and so on. The Artist will likewise include a permanent reference to the Gallery on his/her website.

### **Article 10. Special projects**

The Gallery will advise the Artist on the opportunity for special projects, such as commercial partnerships (licensings and collaborations), artistic integrations and editions in light of the agreements made in Article 2.3.

The Artist and the Gallery will always make specific agreements about such special projects beforehand.

Subject to agreements to the contrary, editions of the Artist's work will not confer rights to commissions.

Depending on the Gallery's role, artistic integration projects will confer a right to a commission of up to 20% of the Artist's fee.

### **Article 11. Duration and termination**

The Agreement will be entered into for a five-year period after the signature date, after which the Agreement will automatically be tacitly extended for subsequent five-year periods. If one of the parties wishes to terminate the Agreement effective when the initial five-year period ends, it must provide notice of this in writing by registered letter at least six months before the initial five-year period ends.

If the Agreement is extended, the Gallery and the Artist will consult with each other during the last six months of the five-year period on the further development of the Artist's activities and specifically make agreements on the efforts which the Gallery and the Artist will undertake for the next period. These agreements will be included as an addendum to this Agreement.

During the notice of termination period, all of the agreements in this Agreement will be complied with further.

**Article 12. Choice of law and competent court**

This Agreement will be subject to [country] law. Any disputes will be exclusively settled by the district courts in [city].

Drawn up in two copies in [city] on [date], with each party having received one copy.

The Gallery

The Artist