



Terms and Conditions

ART EXHIBITION AGREEMENT WITH ESPERANTO GALLERY AND STUDIOS INC.

The Artist, referred to hereafter as "The Artist"

Esperanto Gallery & Studios Inc., referred to hereafter as "The Gallery"

Name: Esperanto Gallery and Studios Inc.

Address: 1 Stone Mason Drive, Units 1 & 2, Markham ON. L3P 6X3

Phone Number: 416.817.8227

hereby enter into the following Agreement:

1. Agency; Purposes. The Artist appoints The Gallery for the purposes of exhibition and commissioned sale only. The Gallery shall not permit the Artworks to be used for any other purposes without the written consent of The Artist.
2. Exhibition. The Gallery accepts for exhibition and commissioned sale only those Artworks accepted for the exhibition in question or as otherwise determined by the parties. Accepted Artwork(s) MUST be exclusively available for sale at The Gallery and NOT available directly, through another gallery or via an e-commerce site for the duration of the exhibit.
3. Warranty. The Artist hereby warrants that he/she created and possesses unencumbered title to the Artworks, and that their descriptions are true and accurate.
4. Duration of Exhibition. The Artist and The Gallery agree that the term of the exhibition for the Artworks is to be determined by the call to art details, and that The Gallery will receive 40% commissions on all artworks sold in their possession after these dates, if not retrieved, and that The Artist does not intend to request their return before the end of the exhibit. The Gallery can hold onto artwork, following any determined exhibit, at The Artist's request, as mutually agreed upon PRIOR to closing date of exhibition.
5. Transportation Responsibilities. Packing, shipping, transportation of and handling expenses and risk of loss or damage incurred in the delivery of Artworks from The Artist to The Gallery, and in their return to The Artist, shall be the sole responsibility of The Artist.

6. Responsibility for Loss or Damage. The Gallery shall be responsible for the safekeeping of all Artworks while they are in its custody. Additionally, The Artist is responsible for insuring Artwork as they see fit.

7. Fiduciary Responsibilities. Title to each of the Artworks remains in The Artist until The Artist has been paid the full amount owing him or her for the Artworks; title then passes directly to the purchaser. All proceeds from the sale of the Artworks shall be held in trust for The Artist and no proceeds of sales are to be made to creditors of The Gallery.

The Gallery receives 40% of the final sale amount of any sold artworks housed in The Gallery, 60% minus the required HST goes to The Artist and will be paid by The Gallery, within 3-5 business days upon the closure of the exhibit and upon receipt of payment from purchaser to The Artist.

8. Reproduction. The Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. The Gallery may arrange to have the Artworks photographed to publicize and promote the Artworks or take photographic images for the purposes of social media and marketing through means to be agreed to by both parties. In every instance of such use, The Artist shall be acknowledged as the creator and copyright owner of the Artwork. As noted above, all rights to reproduction of the work(s) of art identified herein are retained by The Artist.

9. Gallery: The Artist agrees to having the Artworks in The Gallery photographed, filmed or seen by third party members as The Gallery sees fit. In every instance of such use, The Artist shall be acknowledged as the creator and copyright owner of the Artwork. As noted above, all rights to reproduction of the work(s) of art identified herein are retained by The Artist.

10. Termination of Agreement. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by The Gallery as The Gallery sees fit. In the event of The Artist's death, the estate of The Artist shall have the right to terminate this Agreement. Within thirty days of the notification of termination, all unsold Artworks shall be returned by The Gallery.

11. Procedures for Modification. Amendments to this Agreement must be signed by both Artist and Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.

12. Miscellany. This Agreement represents the entire agreement between The Artist and The Gallery. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of The Gallery, whether by operation of law or otherwise, without prior written consent of the Artist

13. Choice of Law. This agreement is governed and construed in accordance with the domestic laws of the province of Ontario, Canada and the laws of Canada applicable therein, without regard to conflicts of laws. The parties hereto hereby attorn to the exclusive jurisdiction of the courts of the province of Ontario. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment without consent will be null and void. Superseding all prior oral or written communications with respect to the subject matter and terms hereof, and may be altered, modified or changed only by a document signed by an authorized representative or each party.

By completing the submission for this Call for Art, you are agreeing to the terms of this Agreement and Esperanto Gallery and Studios Inc. Policies.

A handwritten signature in black ink, appearing to be 'Stacey MacNevin', written in a cursive style.

Stacey MacNevin
Founder and Principal
Esperanto Gallery & Studios Inc.