



**Suomen
Taiteilijaseura**

EXHIBITION AGREEMENT

1 PARTIES TO THE AGREEMENT

1.1 Artists / Artist Group

Name and personal / business ID number:

.....

Bank account number (IBAN):

.....

VAT registered: () Yes () No

Contact information / person:

.....

1.2 Exhibition Organiser

Name and business ID:

Contact information / person:

.....

2 OBJECT OF THE AGREEMENT

In this Agreement, the Parties agree on the arrangement of an art exhibition, on the division of liabilities and obligations between the Parties, and on the remuneration to be paid to the Artist.

3 EXHIBITION AND THE WORK(S) OF ART

3.1 Exhibition title:

3.2 Exhibition period and venue:

.....

3.3 Type of exhibition:

() Solo exhibition () Group exhibition

3.4 Work(s) of art (check all that apply)

List of work(s) to be exhibited: see Appendix 1

() The Artist shall submit work(s) owned by him/her to the exhibition. () The Artist shall create commissioned work(s) for the exhibition (for details, see Section 5). The commissioned work(s) are also listed separately in Appendix 1 (marked C).

() The work/works/some works are on loan from a collection; these are listed separately in Appendix 1 (marked L).

() The Artist shall have the right to add works to the list of exhibited works by supplying a new list; the new list must be received by the contact person designated by the Organiser no later than _____._____.

4 SALE OF WORKS DURING THE EXHIBITION

4.1 Is selling of works by the Organiser on behalf and for the benefit of the Artist (mediation) allowed?

() Yes. For the list of works in the exhibition that are on sale, with prices, see Appendix 1.

() No (proceed to Section 5).

4.2 Sales commission

The Organiser shall have the right to a fee (commission), which is _____ % of the net purchase price (before VAT) of each work sold. The commission includes Value Added Tax, 25,5%: () Yes () No

The commission will also be deducted from the price of the frame if the frame is owned by the Artist: () Yes () No

Commission shall be paid for the sale of all works of art and editions thereof listed by the Artist in this Agreement as being on sale in the exhibition, including sales made within 3 months of the last day of the exhibition or for which the Artists has used the exhibition venue and situation to effect the sale.

4.3 Conditions of sale

The Organiser shall sell the work(s) at prices and with VAT percentages set by the Artist.¹ The Organiser may not offer any discounts without express permission from the Artist.

The Organiser is entitled to deduct its commission before forwarding the purchase price to the Artist's bank account. The Organiser shall pay the Artist's share no later than fourteen days from the date the Organiser receives payment from the buyer.

For every transaction a bill of sale must be drawn up with the buyer. In addition to purchase prices and value added tax, the bill must clearly set out that the seller is the Artist referred to in this Agreement. The Organiser shall supply to the Artist a copy of the bill of sale in conjunction with the payment.

The buyer must pay the work(s) in one instalment (14 days net). The work(s) can be paid in several instalments only if this has been agreed upon with the Artists. The buyer shall be notified that the ownership of the work(s) is transferred to them only upon settlement of the entire purchase price.

If the buyer does not pay the purchase price within the agreed-upon timeframe and/or in full, the Organiser shall initiate enforced collection. The Organiser is entitled to recoup any collection fees and interest on payment from the buyer, but such expenses may not be deducted from any fees, compensation, or purchase prices belonging to the Artist.

¹ The VAT percentage on the sale of artworks is either 13,5 or 25,5 percent. For more details, see <http://artists.fi/kuinka-elaakuvataiteella/Taitelijan-arvonlisavero-ohje/> and instructions from the Finnish Tax Administration: <https://www.vero.fi/syventavat-vero-ohjeet/ohje-hakusivu/48086/kuvataiteilijoiden-arvonlisaverotuksesta/>

4.4 Buyer's contact information

The Organiser shall verify the buyer's personal information and submit the names and addresses of buyers to the Artist. If a buyer does not wish to disclose such information or if the information is not available for some other reason, the Organiser shall procure permission to sell from the Artist prior to the sale.

5 CONDITIONS FOR COMMISSIONED WORKS

5.1 The Organiser commissions new work(s) from the Artist for this exhibition

- Yes
 No (proceed to Section 6).

5.2 Sketches of commissioned work(s)

Subject and estimated dimensions:

.....

Number of sketches: _____ pcs. Scale of sketches 1: _____ Sketch medium: 2-dimensional 3-dimensional

Delivery date for sketches, at latest: _____._____._____.

The Organiser shall inform the Artist in writing within _____ months from the completion of the sketches whether it will commission the piece or not.

Is there a work plan?

- Yes, a copy is attached to the Agreement No

Price per commissioned sketch: _____ euros.

Value Added Tax of 13,5% will not be added to the price;

Value Added Tax 13,5% will be added to the price, in which case the price before tax is _____ euros and with VAT _____ euros. Half of this sum shall be paid upon the signing of this Agreement, and half within 14 days of the delivery of the sketches. Separate invoices shall be drawn up.

If the Organiser accepts a sketch for implementation, the fee for the sketch shall constitute part of the final price of the work. If the Organiser does not accept a sketch for implementation, the Artist may nevertheless keep the sketch fee.

The Artist shall remain the owner of the sketches unless otherwise agreed upon. The Organiser does not have the right to use the sketches in any way not sanctioned by the Artist.

5.3 Final commissioned work

The final commissioned work shall be made on the basis of the accepted sketch and in the medium and with the technique described in it. The Artist shall have the right, for the purpose of preserving and increasing the artistic value of the work, to deviate from the sketch during production only to the extent required by a change in the scale and use of medium. The Artist shall oversee all supplementary labour for the production of the work up until the work is ready for delivery to the Organiser.

The final work shall be ready for delivery no later than _____ months from the Organiser's definitive announcement of the commission.

The total price of the work is _____ euros.

Value Added Tax of 25,5% will not be added to the price;

Value Added Tax 25,5% will be added to the price. The sum of VAT is _____ euros

and the price including VAT is _____ euros. The cost of materials () is included in the price; () is not included in the price; it is supplemental to the commission price. The Organiser shall pay the Artist travel expenses and a daily allowance as per the Finnish State Travel Regulation: () Yes () No The Organiser will pay the commission fee in several instalments under the following schedule on presentation of separate invoices: _____ euros when the Organiser has accepted the work for implementation, _____ euros when _____, and _____ euros when the final work is completed and ready for delivery to the Organiser.

All payments past due shall be subject to 10% interest.

5.4 Other conditions for commissioned works

The Organiser shall be responsible for the transportation of the work to its intended location and all related costs, including instalment of the work. The Organiser shall ensure the durability of structures at the location. The Artist is entitled to oversee the instalment of the work.

The Organiser () will not compensate () will compensate the cost of accommodation and travel incurred by the Artists for the instalment of the work and overseeing of the same.

If the completion of the sketch or the commissioned work is delayed for reasons beyond the Artist's control, the deadline of completion shall be extended by a reasonable period of time considering the Organiser's interests. The Artist shall inform the Organiser immediately of any delays. If completion of the work or sketches is delayed for reasons beyond the Artist's control also after the granting of additional time, the Organiser shall be entitled to cancel the commission. In such an instance, the Artist may keep the sketch fee in the case that the completed sketch has already been delivered to the Organiser. In other cases, delays will be dealt with following the stipulations under Section 8.1 of this Agreement. The Organiser has the right to receive information regarding the progress of the work during its production.

The Organiser shall adhere to the following maintenance instructions after the exhibition (include separate attachment if necessary):

Other stipulations:.....

6 DIVISION OF LIABILITIES AND OBLIGATIONS BETWEEN THE PARTIES

6.1 Delivery of the works and exhibition technology

The Artist shall ensure that the works are ready for transportation no later than _____.20_____.

Packing of the works shall be undertaken by () the Artists () the Organiser. Special requirements concerning packing materials:

.....

Transport of the works to and from the exhibition shall be the responsibility of () the Artist () the Organiser () both; the Artist's maximum liability: _____ euros of the cost.

Transport of works to buyers is the responsibility of
() the Artist () the Organiser () both; the Artist's maximum liability: _____ euros of the cost.

Hanging and removal shall be the responsibility of
() the Artist () the Organiser () both; the Artist's maximum liability: _____ euros of the cost. The hanging period is:

..... The removal period is:
.....

Any equipment required for the presentation of the work shall be the responsibility of
() the Artist () the Organiser () both; the Artist shall cover a maximum _____ euros of the cost.

6.2. Insurance of the work(s) and transfer of risk

The exhibition works shall be ensured for the insurance value set by the Artist by
() the Artist () the Organiser () both; the Artist shall cover a maximum _____ euros of the cost.

Transport insurance for the works for insurance value set by the Artists shall be taken by
() the Artist () the Organiser () both; the Artist covering a maximum _____ euros of the cost.

The risk for the works will be transferred from the Artist to the Organiser
() at the commencement of actions for transport () upon arrival of the works to the venue () upon completion of the hanging.

The risk will revert back to the Artist when the works are transported from the exhibition, commencing at the moment () transportation begins () the works have arrived back at their location, designated in advance in writing by the Artist.

The Party taking out the insurance shall ensure that the beneficiary of the insurance will receive, upon the occurrence of a damage covered by the insurance, a compensation for the full insured amount of the works, even when the compensation paid by the insurance company is, owing to other contract or law, lesser than the insurance value set by the Artist. Such reasons can be, for instance, deductible and insufficient coverage of the insurance relative to what is agreed upon above regarding the transfer of risk. Insofar as the damage is deemed, by the insurance company, to be not covered by the policy, stipulations of the Finnish Tort Liability Act shall apply.

6.3 Marketing and copyright

The Organiser shall be responsible for exhibition communications, marketing and the production of marketing materials, including press releases, invitations, advertisements and visibility of the exhibition in social media.

() The Artist shall supply the Organiser with press images by _____. _____.20 _____. The Organiser has the right to use the images in communications and marketing of the exhibition without separate compensation. The Artist shall obtain from the photographer/from the

copyright organisation representing the photographer permission to use the images to the extent that marketing, including the use of images in social media, requires under this Agreement.

() The Organiser has the right to use the press images on its website, social media channels and in other exhibition-related marketing without separate compensation for one (1) year. The Organiser shall ensure that its marketing complies with the terms and conditions of social media.

() The Organiser has the right to photograph the works and to make the images available to the public on its website and in social media channels for the duration of the exhibition. The name of the artist will be mentioned in a pleasant manner.

The Artist shall ensure that he/she has the necessary copyrights and/or rights of use to use the work(s) supplied for the exhibition and in its marketing, particularly when the works supplied by the Artist include work by several other authors or parts thereof, such as music or video. A group of two or more Artists being Party to this Agreement shall be jointly responsible for coming to terms amongst themselves on the use of their collective work, the distribution of payments forwarded to them by the Organiser, and the procurement of necessary permits.

The copyright and rights of ownership to the works shall remain with the Artists, including the right to royalties and the right of access. Even if a work is sold, the right of access and right to royalties shall remain with the Artist, and the Organiser shall inform the buyer of such when selling works; for instance in the bill of sale.

6.4 Other obligations and liabilities of the Parties (e.g., relating to exhibition opening and other arrangements)

The Artist's other obligations and liabilities are:

.....
.....
.....

The Organiser's other obligations and liabilities are:

.....
.....
.....

7 REMUNERATION AND OTHER COMPENSATION TO THE ARTIST

The Artist/artist group shall receive compensation for all work done for the production of the exhibition under this Agreement. Fees, material costs and other compensation as regards commissioned works are set out separately in Section 5.

7.1 Fee for artistic work and other efforts undertaken by the Artists relating to the exhibition:

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7.2 Exhibition remuneration as per copyright law (under Section 2 of the Finnish Copyright Act):²

.....

7.3 Compensation for materials
(e.g., materials and equipment needed for packing, hanging or
installation, or other purposes agreed upon with the Artist):

.....

7.4 Compensation for expenses
(e.g., travels, accommodation and per diem allowance for time spent
on marketing or other arrangements):

.....

8 DELAYS, CANCELLATIONS AND DISPUTES 8.1 Delay

If a Party delays the fulfilment of some obligation stipulated in this Agreement and does not immediately take remedial action and notify the other Party thereof, the other Party shall have the right to terminate the Agreement. The Parties shall act in reasonable cooperation to prevent and remedy any delays. If the delay is

² If the Artist is a client of an artists' copyright organisation (Kuvasto ry in Finland), the Organiser shall negotiate the sum of the compensation with the organisation in question.

substantial and leads to damage to the other Party, the injured Party may demand compensation in keeping with the stipulations of the Finnish Tort Liability Act.

8.2 Cancellation

If the Artist or the Organiser cancels the exhibition, the cancelling Party shall pay in compensation to the other Party as follows:

If the cancellation is made

later than _____ days prior to the beginning of the exhibition period _____
euros

later than _____ days prior to the beginning of the exhibition period _____
euros

later than _____ days prior to the beginning of the exhibition period _____
euros

8.3 Dispute resolution

Disputes arising from this Agreement shall be, in the first instance, resolved in amicable negotiation between the Parties. If a resolution satisfactory to both Parties cannot be found in reasonable time frame, the dispute shall be submitted to Helsinki District Court for resolution.

9 ENTRY INTO FORCE AND SIGNATURES

This Agreement is made in two identical copies, one for each Party. The Agreement becomes effective when both Parties have accepted it by signature.

Place and date

_____ . ____ . ____ . ____

..... Artist

_____ . ____ . ____ . ____

..... Organiser

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