

EXHIBITION TERMS OF AGREEMENT:

Please take note that the outline below does not serve as a Memorandum of Agreement or any form of contract between the submitting artist and EGLAF Arts Collective Online gallery, and that a formal agreement will be issued upon acceptance of submission

1. Scope of agency

- 1.1. Artist appoints the Gallery to act as Artist's non-exclusive agent for exhibition and sales of works of art (hereafter referred to as "Artworks") for a term of twelve months.
- 1.2. Artists shall be free to exhibit anywhere and sell any work not consigned to an exhibition with the Gallery under separate and specific contract.

2. Promotion by Gallery

- 2.1. The Gallery shall make reasonable and organised efforts to promote the sale of Artworks and undertake other promotional activities on the Artist's behalf.
- 2.2. The Gallery will make all promotional material shared online available to artist in order to distribute freely, although promotional material created by the Gallery in course of the agreement remains the property of the Gallery.

3. Promotion by the Artist

- 3.1. The Artist agrees to make reasonable and good faith efforts to aid in the online distribution of promotional material created by the Gallery. This includes sharing EGLAF Arts Collective content on various social media platforms.
- 3.2. On his/her own expense, the Artist may wish to contribute to promotional campaign during the exhibition of his/her Artworks by printing own catalogue, enlightening exhibition openings and events with his/her own presence, etc.

4. Copyright

- 4.1. Gallery shall identify clearly all Artworks with the Artist's name, and the Artist's name shall be included in the bill of sale of each of the Artworks.
- 4.2. Artist reserves all rights to the reproduction of the Artworks (within reasonable edition number) except as noted in writing to the contrary.

5. Digital consignment and exhibition

- 5.1. Artist retains copyright, full ownership and possession of Artworks whilst being exhibited and presented for sale online.
- 5.2. Gallery reserves the right to determine the manner of presentation as well as selection of Artworks in online exhibitions.
- 5.3. In the event of the purchase of Artwork the title shall pass directly from the Artist to the purchaser.

6. Exhibition in EGLAF Contemporary [hereafter referred to as the "exhibition space"]

- 6.1. Regular group and solo exhibitions are presented in the exhibition space, consignment of Artworks will be agreed upon by means of a Consignment Form.
- 6.2. All Artworks consigned to an exhibition in the exhibition space must be delivered on/by the agreed/communicated dates. Transportation of Artworks to the exhibition space remains the responsibility of the artists, unless otherwise arranged in writing with the Gallery.
- 6.3. The Artists retains the right to undertake insurance agreements for the transportation and exhibition of Artworks consigned to exhibition.

7. Pricing

- 7.1. Although it is a non-exclusive contract, Artist's suggested selling price is expected to be consistent with one outside the Gallery.
- 7.2. Gallery shall sell the works at retail prices submitted to the Curator/Gallery by the Artist.
- 7.3. All sales are in South African Rand (ZAR).
- 7.4. Any applicable sale tax for international sales will be added to the bill of sale.

8. Commission

- 8.1. Gallery and Artist agree that the Gallery's commission is to be 40% of the retail price of each work sold online.
- 8.2. Artist and Gallery must agree to any change in Gallery's commission in advance.

9. Terms of Payment

- 9.1. Gallery shall pay all proceeds due to the Artist within five days of sale via electronic transfer.

10. Transportation

- 10.1. Delivery and collection of artworks for exhibition will remain the responsibility of the Artist, unless otherwise agreed in writing.
- 10.2. In the event of the purchase of Artwork the transportation of the Artwork from the Artist to the purchaser will be arranged by the Gallery.
- 10.3. All costs incurred in transportation and in-transit insurance (optional) of purchased artwork will be charged to the purchaser.
- 10.4. Artist to supply basic packaging of artwork in event of purchase. Any additional packaging and or crating will be charged to the purchaser.