

Expressions Arts and Entertainment Centre

THE UPPER HUTT SALON

Incoming Loan Agreement: Works submitted for Art Auction

1. **This Agreement** is made on the 24th day of April 2009

Between the **Expressions Art and Entertainment Centre** (the Centre), a Charitable Trust whose premises are located at 836 Fergusson Drive, Upper Hutt

and

The Artist,

Address

Telephone

Mobile

Fax

Email

GST No.

2. **Purpose**

The Artist has agreed to donate a portion of an art work/s to The Centre's Pumpkin Cottage Paintings Collection Fund via The Upper Hutt Salon fund-raising auction event.

The purpose of this Agreement is for the Artist to loan the Centre Work/s of Art (the Work/s) listed at Schedule A for public exhibition and to offer the work/s for sale by Auction in the Centre's premises.

3. **Conditions**

The conditions of this Agreement are listed in the Agreement itself and in the attached Schedules.

4. **General Conditions**

- a. **Exhibition Title**

The Exhibition Title (if separately titled) is:

The Upper Hutt Salon

- b. **Exhibition Duration**

The Exhibition including the Work/s is planned to be open to the public from 15th May 2009 to 28 June 2009

c. Period of the loan

The period of the loan of the Work/s, inclusive of that required for transport, unpacking, installation, deinstallation, packing and return of unsold works to the Artist, is from 8 May 2009 to 10 July 2009.

5. Transport

Transport of the Work/s to and from the Centre is to be by a safe means, and at times, approved in writing by the Centre and the Artist. Transportation costs to the Centre shall be paid by the Artist. The Artist shall pay the costs of return, if unsold or after the expiry of the agreed period.

6. Courier

The Centre and Artist agree that a courier is not required to accompany any works in transit.

7. Insurance

- a. The insurance value of the Work/s is agreed to be the total of those values included in Schedule A. This value is NZ\$..... A copy of the Centre's Fine Arts Insurance Policy shall be made available to the Artist on request.
- b. The Centre shall be responsible for insuring to the full insurance value the Work/s from the time of delivery by the Artist to the time of sale or of unpacking by the Artist on return.
- c. The Centre will catalogue all works on delivery and contact the artist if there is a discrepancy between Schedule A and the received Work/s.
- d. Where the total value of any one Work/s is less than \$1,000, One Thousand Dollars, the Centre shall not insure the work for Exhibition against theft, loss, damage or destruction.

8. Damage

The Centre shall report any damage to the Work/s, however caused, to the Artist. In the event of damage in transit all packing materials shall be saved for inspection by the transport agency and the insurer's representative. No remedial conservation or treatment shall be carried out without the Artist's written permission, except where necessary to safeguard the Work/s from further damage or deterioration. Any remedial conservation or treatment shall be carried out by a qualified person agreed by the Artist and a full, written report shall be provided to the Artist.

9. Conservation and Presentation

Any conservation, matting or framing expenses required by the work/s before exhibition for sale shall be paid by the Artist unless agreed in writing by the Centre, in Schedule B or otherwise. No such processes will begin until costs and process details have been approved in writing by the Artist. Should any Work/s deteriorate during exhibition for sale as a natural consequence of their materials or construction, any conservation agreed shall be paid for by the Artist.

10. Standard of Care

The Centre shall follow good Museum and Gallery practice throughout its custody of the Work/s. In particular:

- a. The Centre shall provide trained staff for all unpacking, installation, deinstallation and packing of the Work/s.
- b. The Centre shall exhibit the Work/s for sale in a suitable, controlled, secure environment.
- c. The Centre shall provide invigilation of the exhibition spaces whenever feasible.
- d. The Centre shall keep the Work/s in good order and repair, having regard to its/their condition when received, subject to the conditions of paragraphs 8 and 9, above.
- e. The Centre shall follow any special procedures for care of the Work/s which are included in Schedule A.

11. Ownership and Copyright

The Artist confirms ownership of and copyright in the Work/s, giving any necessary details, at Schedule C. If this is not the case, the Artist at Schedule C:

- a. Identifies the owner and advises the Artist's authority to act on behalf of that person and/or;
- b. Identifies the Copyright owner and gives contact details so that the Centre can obtain any necessary permissions.

12. Publicity and Reproduction

The Artist (if also the copyright owner) agrees at Schedule C that the Work/s may be reproduced for catalogue, Exhibition Publicity and Centre Archive purposes. The Centre shall not reproduce, or allow others to reproduce, the Work/s except for these purposes. The Centre shall pay any costs for reproduction, catalogues and publicity.

13. Level of Donation and Schedule of Artist Payments

Unsold works will be returned to the Artist. The following relates to sold works only.

By donating a portion of the work to the Pumpkin Cottage Paintings Collection Fund, each work then has two owners (i.e. The Artist and The Centre). At the time of sale this dual ownership results in a complex GST position. To simplify the GST position the administration of sold works will be carried out as follows.

The Artist agrees that The Centre will buy the Artists portion of the work, and The Centre will complete the sale process as the sole owner, directly with the buyer.

The Centre will then forward the Artist their portion of the sale (as agreed below) and transfer the donated portion of the sale to the Pumpkin Cottage Paintings Collection Fund.

Proceeds of the sale shall be distributed as follows: (please choose one option)

- Option One
50 % to the Artist and 50 % to the Pumpkin Cottage Paintings Collection Fund.

Option One example:

A work sold at auction for \$200.

The artist receives \$100 (including GST if the Artist is GST registered) and a \$100 tax receipt for the donation.

- Option Two
25 % to the Artist and 75 % to the Pumpkin Cottage Paintings Collection Fund
Option Two example:

*A work sold at auction for \$200.
The artist receives \$50 (including GST if the Artist is GST registered) and a \$150 tax receipt for the donation*

- Option Three
100 % to the Pumpkin Cottage Paintings Collection Fund.

Option Three example:

*A work sold at auction for \$200.
The artist receives a \$200 tax receipt for the donation*

The Centre will post all cheques and contracts of sale for works sold during the Art Auction on the 20th of July 2009.

14. Conditions of Sale

- a. The Centre shall sell the Work/s only at or above the reserve price specified at Schedule A. The Centre may consult with the Artist on behalf of the highest bidder should the reserve price not be met on the night of the auction.
- b. The method of sale will be by auction.
- c. During the agreed period of consignment the Work/s may only be sold by the Centre or by its appointed agents.
- d. The Centre shall sign two copies of the Contract of Sale at Schedule D and shall give one to the Buyer and one to the Artist. The Centre shall pack, and if necessary arrange transport of, the Work/s for the Buyer, at the Buyer's cost.
- e. The Artist shall provide the Centre with GST number information should this be applicable and as noted in Clause 13, the Centre's payments will include GST in this instance.
- f. Should the sale of any Work/s be completed by the Centre following return of the Work/s to the Artist, the Artist shall deliver such Work/s to the Buyer, at the Buyer's cost.

15. Miscellaneous

a. Scope of Agreement

This Agreement and its Schedules constitute the entire understanding of the parties with respect to the consignment of the Work/s and there are no other terms or conditions agreed. Modifications to the Agreement may be made at any time in writing, signed by the Artist and signed on behalf of the Centre.

b. Governing Law

This Agreement shall be governed by the law of New Zealand.

c. Refusal

The Centre may at any time refuse to exhibit, or continue to exhibit, the Work/s for sale, at the Centre's sole discretion.

d. **Withdrawal**

The Artist may, on ten days written notice, withdraw the Work/s from sale.

e. **Notices**

Any notice given by one party to another under this Agreement shall be in writing and may be given by post, Fax or email.

16. Disputes

The Centre and the Artist will do their best to resolve informally, including mediation as necessary, any disputes arising from this Agreement. Failing this, they agree to resolve their disputes in accordance with the provisions of the Arbitration Act 1996.

THIS AGREEMENT is entered into on/...../20....

Signed for and on behalf of the Expressions Art and Entertainment Centre

by in the presence of:

.....

Signed for and on behalf of the Artist

by in the presence of:

.....

Expressions Arts and Entertainment Centre

THE UPPER HUTT SALON

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Schedule A. Work/s submitted for Art Auction

Work No

Artist

.....

Title

.....

Date of Work /...../.....

Medium and Support/s

.....

Inscription/s and Location

.....

Dimensions (in cm)

.....

Work Value in NZ\$ \$.....

This will be used for insurance purposes and published in the Auction Catalogue as explained in the Upper Hutt Salon Fact Sheet.

Reserve Price

If The Artist would prefer The Centre to calculate the reserve price, leave the 'Reserve Price' line blank and enter an amount in the 'Minimum payment to Artist' line instead.

Reserve Price in NZ\$ \$..... (Total sale price including GST and donation)

Or

Minimum payment to Artist in NZ\$ \$.....(include GST if applicable)

Existing Damage to Work or Supports

.....

Credit Line

.....

Artist Profile (May be attached to this sheet)

.....

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Schedule C. Ownership and Copyright

Work No

a. Who is the Owner of this Work?

.....
.....

b. If the Artist is not the Owner, what authority does the Artist have to sell the Work?

.....
.....

c. Who owns Copyright in this Work? (Name and Address, if not the Artist)

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

d. If the Artist or Owner of the Work is not the Artist, how was the Copyright obtained?

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

e. As Copyright Owner, I permit the Centre to reproduce the Work for the purposes of Catalogue production, Exhibition Publicity and Centre Archiving. (Leave blank if not Copyright Owner)

Signed Date/...../20.....

Expressions Arts and Entertainment Centre

THE UPPER HUTT SALON

Contract of Sale

Schedule D. Contract of Sale

1. **Date of sale**/...../20.....
2. **Description of the Work**
 - a. Title
.....
 - b. Date/...../20....
 - c. Medium
.....
 - d. Matt/Frame/Supports
.....
 - e. Size in cm
.....
 - f. Artist
.....
3. **Terms of Payment**
 - a. Price including GST NZ\$.....
 - b. Special conditions of payment
4. **Copyright Ownership**

This Contract of Sale does not affect Copyright Ownership of the Work. Copyright and reproduction rights remain with the Artist unless transferred by a separate Agreement in writing.
5. **Delivery Arrangements (All costs to be paid by the purchaser)**
.....
6. **Purchaser Details**

Name
.....

Address
.....
7. **Signed**(Purchaser)
Signed(For Expressions Centre as agent for the Artist)