

Gallery Agreement for Temporary Exhibition

Agreement

Between: Galerie Benjamin Eck (the „Gallery“)

Address:

Galerie Benjamin Eck, Pestalozzistraße 14, 80469 München

And: (the „Artist“)

§1

The Gallery shall organize an exhibition of the Artist's works on its premises at Pestalozzistr.14 & Müllerstraße 46a Munich. Both parties agree that the exhibition is put together using the Artist's works identified in the appendix using the sale prices established in accordance with § 5.

The Artist shall hand the works to be exhibited over to the Gallery in perfect condition **no later than 11th October 2019** and guarantees to be the sole owner of any and all rights in the works to be exhibited.

§2

The Gallery shall return any unsold works to the Artist within 1 months after the event, except if a longer commission agreement is concluded pursuant to § 8 para. 1 of this agreement.

The Gallery shall provide the Artist with a list of sold works, and pay to the Artist their share of the sale proceeds pursuant to § 5 para. 4, no later than the 30th day after the end of the exhibition. If the Gallery agrees with any buyer on payment deadlines or installments beyond a 30 day limit, such agreements require the Artist's approval.

§3

The Artist is responsible for delivering the works to be exhibited at their expense. The Artist is responsible for the return transport of unsold works.

From receipt until return to the Artist or their designated recipient, the Gallery is responsible – except in cases of force majeure – for lost or damaged works; the Gallery is not responsible for any changes or deterioration of the works resulting from their contractual use.

§4

The Gallery designs the exhibition in coordination with the Artist. All final decisions lie with the Gallery.

Sales negotiations are conducted exclusively by the Gallery.

The Artist is entitled to be present on the exhibition premises during the opening hours of the exhibition.

§5

Sales prices (including VAT) are stated on a list of works to be exhibited. The Artists guarantees the agreed prices and shall not sell the works for a lower price within the period set forth in § 2 para. 1.

Discounts can be granted only in coordination between Artist and Gallery.

If a work is sold, the Gallery is entitled to a commission of 50% of the price set in accordance with § 2.

§6

Marketing measures (e.g. invitations, posters, newspaper and magazine advertisements, flyers, press releases, etc.) are handled by the Gallery in coordination with the Artist.

The Gallery shall take the following marketing measures at its own expense:

- Provision and distribution of a press release
- Presentation of Artist's works on the ARTLAB MUNICH website
- Presentation of Artist's works on the ARTLAB MUNICH social media channels

The Artist agrees that the Gallery may copy and distribute one or more of the works from the exhibition list pursuant to § 1 as part of the aforementioned marketing measures.

§7

Any modification of this agreement must be in writing. This agreement is subject to the laws of the Federal Republic of Germany. Legal venue is the domicile of the Gallery.

Place/Date

Artist

(binding signature)

Place/Date

For the Gallery

(binding signature of authorized representative)