

## Artist agreement with Connecting Art GmbH (Online Gallery)

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Version 1.3 October 2021

This agreement (the "Agreement") is hereby entered into between CONNECTING ART GmbH, a Limited Liability Company with address at Sihlquai 131, 8005 Zurich, Switzerland ("CONNECTING ART") and the undersigned ("ARTIST"). Any disputes related to this agreement are subject to the laws of Kanton Zurich, Switzerland.

By signing this document, the ARTIST agrees to each stipulation as outlined in this Agreement.

1. CONNECTING ART will exhibit ARTIST's artwork(s) online on the CONNECTING ART website ([www.connectingart.ch](http://www.connectingart.ch)).
2. The artwork(s) exhibited and/or represented by CONNECTING ART pursuant to this Agreement are hereinafter collectively referred to as the "ARTWORK" and refers to those artworks submitted by ARTIST to CONNECTING ART and accepted by CONNECTING ART for exhibition.
3. In exchange for CONNECTING ART's exhibition of ARTIST'S Work, ARTIST grants CONNECTING ART the right to represent ARTIST in the subsequent sale of the ARTWORK by CONNECTING ART.
4. MEMBERSHIP: Upon acceptance of this agreement by the ARTIST and by CONNECTING ART, the ARTIST agrees to become a Full member of the Connecting Art Artist's Club. Basic Membership of this Club is free.
5. TERM: The term of this Agreement begins when ARTIST'S ARTWORK is submitted to CONNECTING ART for exhibition. Submission can be via any online means available at the time, including e-mail. The ARTIST can request additional ARTWORK to be exhibited on CONNECTING ART at any time.
6. TERMINATION: This agreement may be terminated by either party within 30 days of receiving written notice from the terminating party. On termination, CONNECTING ART will remove the ARTIST's Gallery page, all references to the ARTIST on the website, all personal details of the ARTIST and Membership of the CONNECTING ART Association.
7. COMMISSION: The following commission/payment terms will apply to each subject ARTWORK sold by CONNECTING ART: 75% (payment to ARTIST), 25% (commission to CONNECTING ART). This will be based on the total sale price of the ARTWORK supplied by the ARTIST.
8. PAYMENTS : On the receipt of full payment for an ARTWORK from a buyer and completion of shipment by ARTIST, CONNECTING ART will transfer the cost of the ARTWORK, less commission to the ARTIST. Where this total amount is subject to tax and/or credit card fees, these will be deducted first. Any extra costs for shipping, based on inaccuracies in length, height, depth and weight details, will be paid by the ARTIST (see SHIPPING below). CONNECTING ART commits to making payments as soon as possible, but latest within 30 days of the buyer's payment. To do this, the ARTIST should supply bank account (e.g. Name of holder, IBAN) or Paypal account details to CONNECTING ART, who will keep these on record.
9. INTERNATIONAL ARTISTS: The Base currency will be Swiss Francs (CHF). ARTISTS outside Switzerland are responsible for any exchange rate charges or bank transfer charges. Please price works accordingly. The same Packaging and Shipping cost rules apply (see section 22), although the ARTIST can contact CONNECTING ART to discuss the possibility of a different Flat rate.

10. OWNERSHIP: ARTIST retains ownership of all ARTWORK represented by CONNECTING ART until such ARTWORK is sold pursuant to the terms of this Agreement or otherwise. ARTIST retains copyright to all consigned artwork in perpetuity, as governed by law.

11. ACCEPTANCE TO DISPLAY: Before Connecting Art displays an ARTWORK on its site, the ARTIST must provide in writing the following:

ARTIST Personal details:

- a. Full Name of Artist
- b. Picture of Artist
- c. Company (optional)
- d. Address
- e. City
- f. Postcode / Zip
- g. Country
- h. Phone
- i. E-mail address
- j. Bank Details for payments (Account Holder's Name, IBAN) or Paypal account details

For each ARTWORK:

- a. Digital image (eg JPG). Size should be maximum size 1920 x 2560 pixels and less than 999kb
- b. Title - Name of Artwork which should be unique
- c. Description – What is the story behind it? For example: Who or What inspired your work, and what do you hope viewers will feel or think?
- d. Keywords (tag 5-10 keywords) - optional
- e. Type & Materials used – For example, Oil on canvas, aquarelle on paper etc.
- f. Dimensions (height, length, depth in Metric centimeters)
- g. Price of artwork (no price on request)
- h. Is it Framed? Y/N
- i. Is it Mounted? Y/N
- j. Weight estimate (for shipping in Metric - kilograms)

12. MISREPRESENTATION: Any issues arising from misrepresentation of the ARTWORK due to details or lack of details supplied by the ARTIST are the duty of the ARTIST to correct. CONNECTING ART is not liable for any costs or damages caused by any such misrepresentation.

13. MARKETING RIGHTS: CONNECTING ART will use innovative means to try and promote the ARTIST and his/her ARTWORKs already on the CONNECTING ART website. To this end, the ARTIST grants CONNECTING ART the right to use or publish images, descriptions and other details of their work in these promotion efforts. Publishing locations include, but are not restricted to, Facebook, Instagram, LinkedIn, Twitter, YouTube

14. PROMOTION OF ARTIST: CONNECTING ART will work to promote the individual ARTIST and his/her ARTWORK in order to generate interest and sales. Each promotion idea that is specific to one ARTIST (eg Featured Artist) will be discussed with the ARTIST and if agreed, the ARTIST commits to work with CONNECTING ART to realise that idea, without needing any subsequent agreement. Implementing this promotion idea may incur some cost to the ARTIST.

15. ARTIST BLOGGING: The ARTIST will have access to the CONNECTING ART artist's blog to promote ARTIST's own activity and events. This may be subject to moderation by CONNECTING ART, who will make the final decision on publication.

16. EXCLUSIVITY: This agreement is non-exclusive, meaning the ARTIST can exhibit ARTWORKs in other locations and with other organizations.

17. NOTIFICATION OF AVAILABILITY: It is the responsibility of the ARTIST to ensure an ARTWORK is available for sale. If the ARTIST does not inform CONNECTING ART immediately – at most within 14 (fourteen) days - that an ARTWORK exhibited by CONNECTING ART is no longer available, the ARTIST will be liable to pay the sales commission to CONNECTING ART indicated in this agreement, irrespective of its sale location.

18. FINALISING SALES: CONNECTING ART will exert all reasonable efforts to close sales of represented ARTWORK. ARTIST agrees to provide CONNECTING ART, in a timely fashion and upon request, with any necessary documents or information in support of sales.

19. SALES COMPLETION: If a buyer is introduced to the ARTWORK through CONNECTING ART an eventual sale must be completed via the CONNECTING ART platform subject to the terms of this agreement.

20. NOTIFICATION OF SALE: CONNECTING ART will inform ARTIST via email upon the completion of a Sale of an ARTWORK. The ARTIST should then begin packaging and shipping as soon as possible. The ARTIST should inform CONNECTING ART once the ARTWORK has been shipped, ideally with a tracking code, so the Buyer can be informed. If the ARTIST is unable to ship the artwork within 7 (seven) days of the Sale, the ARTIST should inform CONNECTING ART – by responding to the Notification email. It is important for both the reputation of the ARTIST and CONNECTING ART that the buyer is informed of any delays.

21. INSURANCE: ARTIST will maintain insurance for fire/vandalism, and affirms that all ARTWORK will be covered by said insurance while being promoted by CONNECTING ART and especially during the time between sale and shipping of said ARTWORK. In no event shall CONNECTING ART be liable for any injury, loss, damage, theft or disappearance of the ARTWORK being sold.

22. PACKAGING AND SHIPPING: The ARTIST agrees to be responsible for secure packaging of the ARTWORK and the arranging of the shipping to the buyer.  
For simplification, the ARTIST will include packaging and shipping costs in the price of the ARTWORK for sales in Europe and Switzerland. This allows CONNECTING ART to offer Free Shipping to such buyers to encourage sales. CONNECTING ART will add a flat fee of CHF80 to the price of the ARTWORK for any buyers outside of Europe and Switzerland. For reference, the average domestic and International Swisspost parcel postage rates are available here <https://service.post.ch/vsc/info>.  
The ARTIST can contact CONNECTING ART to modify the packaging and Shipping fee charged for their ARTWORKs. However, this cannot be applied retrospectively on any sold ARTWORKs or those in the process of being sold.

23. REMOVAL: If the ARTIST does not adhere to the SALES COMPLETION (clause #19) rule and deals directly with the buyer, the ARTIST may be removed from CONNECTING ART. The same applies if any terms of this agreement are breached by the ARTIST.

24. MODIFICATIONS: All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between CONNECTING ART and ARTIST.

25. ONLINE ACCEPTANCE: The ARTIST may accept the same Terms outlined in this document during an Online registration process (<https://connectingart.ch/register-artist/>). A link to these Terms is available on this register artist page on the CONNECTING ART website. Note that any online application will go through an approval process and CONNECTING ART reserves the right to refuse any application, without explanation.



25. For all questions regarding this agreement, contact [sales@connectingart.ch](mailto:sales@connectingart.ch)

**AGREEMENT**

ARTIST (printed name): \_\_\_\_\_

ARTIST (signature): \_\_\_\_\_

Date : \_\_\_\_\_ Location: \_\_\_\_\_

\_\_\_\_\_  
ARTIST contact address, phone, email

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For CONNECTING ART (printed name): \_\_\_\_\_

For CONNECTING ART (signature): \_\_\_\_\_

Date : \_\_\_\_\_ Location: \_\_\_\_\_