

**Galatea Fine Art Inc.**

ARTIST AGREEMENT

(CURATOR'S PLATFORM)

AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 between \_\_\_\_\_ (hereinafter referred to as the "Artist") and Galatea Fine Art Inc., a Massachusetts non profit corporation, having an office at 460B Harrison Avenue, Unit B-6, Boston, Massachusetts 02118 (hereinafter referred to as "Galatea").

WITNESSETH

In consideration of the mutual promises and undertakings set forth below, the parties hereto agree as follows:

**Exhibition Rights**

- 1. Exhibition.** The Artist shall be entitled to install a special exhibition in the Curator's Platform located in Gallery III of Galatea Fine Art during the month of \_\_\_\_\_ of 201\_. This Exhibition will run for approximately 25-30 days. It is understood that other exhibition space in the Gallery will be available to other artists during the Exhibition.
- 2. Artist Rescheduling.** If the Artist wishes to reschedule the Exhibition it should notify Galatea immediately. Galatea will work to accommodate schedule changes but it is understood that it may be impossible for Galatea to accommodate a schedule change regardless of the notice provided by the Artist.
- 3. Gallery Rescheduling.** If Galatea's exhibition space becomes unavailable for the Exhibition because of fire, flood, or other physical conditions affecting Galatea's exhibition space or any other force majeure event, Galatea shall have the right to reschedule said exhibition to another month.

**Fees and Term**

- 4. Hosting Fee.** 30 days before the date of the beginning of the scheduled exhibition, the Artist(s) shall pay Galatea a nonrefundable hosting fee of six hundred dollars (\$600.00) for each month's exhibition.
- 5. Late Payment Fees.** If a payment for the Hosting Fee is not received within thirty (30) days of the date upon which it is due, Galatea may assess an additional late payment fee of twenty dollars (\$20.00).

**Consignment and Sales Price**

- 6. Consignment Agreement.** Prior to delivering any of the Artist's works for display in the Gallery (the "Artist's Works"), the Artist shall execute and deliver a consignment agreement to Galatea on the form attached hereto (the "Consignment Agreement"). The Consignment Agreement shall set forth

the durational term for exhibition of each Artist's Work (the "Exhibition Term") and the sales prices for each Artist's Work (the "Sales Price"). The Artist shall be responsible for ensuring that the Consignment Agreement is delivered to Galatea. If the Consignment Agreement is not delivered by the Artist, Galatea shall have the right to select Sales Prices for the Artist's Works.

7. **Sales Prices Changes in Writing.** If the Artist desires to change the Sales Price for any Artist's Works, the Artist shall deliver notice of such change to Galatea in writing.
8. **Discount on Sales Prices:** No discounts on Sales Prices will be allowed unless Galatea receives the consent of the Artist.

### **Commissions and Artist Payments**

9. **Agency.** Galatea shall be the Artist's agent with respect to the sale of the Artist's Works during the Exhibition Term. Nothing in this contract shall prohibit the Artist from showing other works in any other venue or the Artist's Works in any other venue outside the Exhibition Term.
10. **Gallery Commission.** Galatea shall receive a commission for the sale of Artist's Works during the Exhibition Term in an amount equal to thirty percent (30%) of the gross receipts from such sale (excluding sales tax).
11. **Sales by Artist or Other Agents.** During and after the expiration of the Exhibition Term, Galatea shall be entitled to its 30% commission upon the sale of any Artist's Work to a Buyer that was introduced to that Artist's Work by Galatea, or for the sale of any other work by the Artist that results from a direct referral from Galatea.
12. **Artist's Sales Account.** Galatea will maintain an Artist's Sales Account in order to keep a record of amounts due the Artist from Galatea. On the sale of the Artist's Works and the receipt of the sale proceeds by Galatea, Galatea will credit the Artist's Sales Account with the amount of such proceeds less the Commission. Galatea may deduct unpaid Hosting Fees, Late Payment Fees, Storage Fees and any other amounts owed by the Artist to Galatea from the Artist's Sales Account.
13. **Payments to Artist.** Galatea will pay the Artist any credit balance in the Artist's Sales Account within thirty (30) days of the receipt by Galatea of sale proceeds from the sale of an Artist's Work.

### **Additional Rights and Responsibilities**

14. **Delivery and Shipping.** The Artist shall be solely responsible for the shipping and delivery of the Artist's Work to Galatea in advance of the Exhibition Term and for the cost of shipping and delivery of the Artist's Work when removing the Artist's Work from the Gallery. The Artist and Galatea shall arrange for a mutually acceptable time for delivery of the Artist's Work during Galatea's regular business hours. If a purchaser of an Artist's Work requests shipping or delivery of the Artist's Work, the costs of such shipping or delivery shall be borne by the purchaser or the Artist.
15. **Arranging.** Galatea and the Artist will work together to arrange the Artist's Work for exhibitions. In the event of a disagreement, however, Galatea shall retain the authority to make final decisions about how the Artist's Work will be arranged.
16. **Removal.** The Artist shall be responsible for removing the Artist's Works at the end of the Exhibition Term. If the Artist does not promptly remove the Artist's Work, he or she shall be

charged the cost of shipping or storing the Artist's Work.

17. **Artist's Contact Information.** The Artist is solely responsible for keeping his contact information current with Galatea, including name, mailing address, phone number, fax number and email address. If Galatea has in good faith attempted to return the Artist's Work and has attempted in writing to notify the Artists of the intent, but has not been able to locate the Artist within one (1) year of Galatea's decision to return the unsold artwork, the work shall be considered forfeited and Galatea may dispose of the property in a manner as Galatea considers appropriate. The Galatea shall keep on file a record of attempts to contact the Artist.
18. **Advertising.** In order to promote sales and for the purposes of advertisement and promotion, Galatea will have the right to use and publish the name, the likeness, and the biography of the Artist and to reproduce and distribute material incorporating photographs of the Artist's Works. Decisions regarding advertising for exhibitions shall be at the sole discretion of Galatea.
19. **Galatea's Creditors.** Galatea agrees not to pledge or encumber any of the Artist's works in its possession.
20. **Sales Tax.** Galatea shall be responsible for collecting sales tax on sales of the Artist's Work by Galatea. The Sales Tax will be added to the Sales Price.

#### **Termination**

21. **Nonpayment of Hosting Fee.** If any Hosting Fees are not received at least 15 (fifteen) days prior to the scheduled exhibition, Galatea may elect to terminate this Agreement.

22.

#### **Other Terms**

23. **Entire Understanding.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, it may not be changed or amended except in writing signed by the parties, and it will be construed and governed with the laws of the Commonwealth of Massachusetts.
24. **Waiver.** No term hereof may be changed, waived, discharged or terminated orally or otherwise, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. A waiver or consent by Galatea hereunder will apply only to the specific instance in which granted and not to any other instance, however similar.
25. **Invalid Provisions.** If any provision of this Agreement is finally determined by a court of competent jurisdiction to be in violation of law or otherwise invalid, this Agreement will be deemed amended to the limited extent necessary to cure such violation or invalidity and will be interpreted, as thus amended, so as to implement the intentions of the parties to the greatest extent possible.
26. **Captions.** Captions appearing in this Agreement are employed solely for convenience of reference and shall not be employed for the purpose of construing or limiting the meaning of the text.
27. **Execution of Agreement, Binding Effect.** This Agreement may be executed in any number of counterparts, all of which shall be deemed to constitute one and the same instrument. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

**28. No Creation of Partnership or Membership Interest in the Corporation.** This Agreement does not contemplate or effect the creation of any partnership between the Artist and Galatea, nor does it provide for the creation or transfer of any membership interests in Galatea or any other partnership, limited liability company or corporation affiliated with Galatea.

**29. Opportunity to Consult with Counsel.** Both parties acknowledge that they have fully read and understood this Agreement and have had the opportunity to consult counsel to the extent they deemed necessary, and no provision of this Agreement will be construed in favor or against either party by virtue of such party being the drafter of such provision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

GALATEA FINE ART INC.

\_\_\_\_\_  
By:  
Its: President

ARTIST

\_\_\_\_\_  
[Name]  
By:  
Its: