

AGREEMENT

Agreement entered into by and between:

AVITAL LANG (Owner)

and

IDENTITY NO. (Artist)

Email: _____

Tel/Cell: _____

Whereas :

- A. Lang is the owner of an art gallery known as the Avital Lang Artists inc. ("the Gallery"); and
- B. The Artist wishes to display his/her artwork in the Gallery in order to gain recognition of his/her artwork;
- C. The Gallery has agreed that it will promote the Artist's artwork for a commission in respect of:
 - i) the sale of any artwork directly through the Gallery and/or Owner; and
 - ii) the Artist being invited to exhibit or arranging an exhibition as a result of his/her artwork being displayed in the Gallery and the sale of any artwork by the Artist as a result thereof.

NOW THEREFORE LANG AND THE ARTIST HEREBY AGREE WITH EACH OTHER AS FOLLOWS:

1. The Gallery and the Artist hereby agree that the Artist shall be entitled to exhibit the pieces of artwork as listed in the inventory annexed hereto in the Gallery as from _____ to _____ at the rate of _____ per month for the period _____ to _____.
2. All inventory lists shall be signed by both the Artist and the Owner on behalf of the Gallery.
3. Only the Owner may accept artworks for display in the Gallery.
4. The Artist hereby warrants that he/she created the artworks to be displayed and he/she possesses owns the Artworks outright and that same is not encumbered in any manner.
5. The Gallery may reject or refuse to display any artworks at the Owner's sole discretion and, once on display, may remove same if, after giving the matter due consideration, the Owner is of the opinion that same is offensive in any manner or form.
6. The pieces of art shall be positioned in the sole discretion of the Gallery
7. The Gallery shall be entitled to remove the artwork(s) from display and store same where the period as stated in paragraph 1 above has expired and the Artist has not removed same timeously. All artworks stored shall bear storage charges of R_____ per day per piece.
8. The cost of any special equipment or materials required to display the Artist's artwork(s) in the Gallery shall be for the account of the Artist.
9. The artworks shall not be withdrawn or retracted by the Artist during the period as stated in paragraph 1 above.
10. The Artist's artworks shall not be lent out to any persons without the prior approval of the Artist.
11. The Artist acknowledges and understands that neither the Owner nor the Gallery guarantee that the display of the Artist's artwork(s) in the Gallery will result in any sales thereof.
12. The Artist shall be free to exhibit anywhere and sell any work not displayed in the Gallery under this contract.
13. The Gallery shall sell the artworks only at the retail price specified on the inventory annexed hereto. The Gallery and the Artist agree that the Gallery's commission on the sale of any artwork is 35% (thirty five per cent) of the retail price of the artwork. Any change in the retail price or in the Gallery's commission may only be varied by agreement in writing between the parties.
14. The Gallery shall make payment of the Artist's share of the proceeds of any sale of his/her artwork on the last day of the month in which the sale occurred.
15. In the event of the Artist:
 - 15.1 being invited to exhibit, or arranging an exhibition, or being commissioned to create an artwork as a result of his/her artwork being displayed in the Gallery, and the Artist selling any artworks as a result of such exhibition or commission, then in that event the Gallery shall be entitled to a commission of 25% (twenty five percent) of the sale price of the artwork(s);

Inventory List

| Title | Medium | Dimensions | Artist Price | |
|-------|--------|------------|--------------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

Artists
Signature _____ Date _____

Gallery
Owner _____ Date _____