



# TUJENGE ART ORGAINAZTION.

## Artist Contract.

with record of consignment

info@tujenge-art.org

Phone No: +254 729706252 P.O. Box 46045- 00100, Nairobi -Kenya

www.tujenge-art.org

### Visual Artist Contract

The agreement is entered into on .....(date) between TujengeArt, P.O Box 46045-00100, Nairobi Kenya and .....(Client) Of .....(Address) ..... (Email) .....(Phone No) ..... ID No .....

Whereas, the client has expressed his/her imitation to engage the services of art agency, marketing and product sale.

Whereas, The Gallery agrees to render service to the client as defined below

Now therefore, in consideration of their mutual promises, the client and the galley

- WARRANTY.** Artist hereby warrants that he/she created and possesses unencumbered title to the consigned Artworks, and that their descriptions are true and accurate.
- SCOPE OF AGENCY.** Artist appoints the Organization to act as Artist’s non-exclusive agent for the exhibition and sales of works of art (hereinafter referred to as "Artworks"). Artist shall be free to exhibit anywhere and sell any work not consigned to Organization under this contract.
- CONSIGNMENT.** Artist hereby consigns to organization, and Gallery accepts on consignment, those artworks listed in 19. organization shall not permit the Artworks to be used for any other purposes than exhibition and sale without the consent of Artist. Artist retains copyright and full ownership of the Artworks. In the event of the purchase of Artwork the title shall pass directly from Artist to the purchaser.
- DURATION OF CONSIGNMENT.** Artist and Gallery agree that the initial term of consignment for Artworks is to start on! 1st February 2019 and end on 29th December 2019. Thereafter, consignment may continue until Artist requests the return of any or all of the unsold Artworks,



or Gallery requests that Artist takes back any or all of the unsold Artworks, with which request the other party shall comply promptly.

5. **TRANSPORTATION.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks to area of exhibition, shall be the responsibility of the Artist. Artworks are expected to be delivered to the organization during the working days and hours. For return of Artworks from us to Artist shall be our responsibility.

After purchase of the Artworks, either in the Area of exhibition and Online purchases from the online shop [www.tujenge-art.org](http://www.tujenge-art.org) , the organization will be responsible for Packing ,client delivery transportation and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Artworks.

6. **PROMOTION BY GALLERY.** Gallery shall make reasonable and good faith efforts to promote the sale of Artworks and undertake other promotional activities on Artist's behalf. Proper marketing for the Artist and Artist's Artworks by digital designs, Digital marketing and Print marketing.

7. **PROMOTION BY ARTIST.** On his/her own expense, Artist may wish to contribute to promotional campaign during the exhibition of his/her Artworks by, printing own catalogue, enlightening the opening reception by his/her own presence, etc. No expense which is to be shared shall be incurred by either party without the prior consent of the other party as to the amount of the expense. After the exhibition, the frames, photographs, negatives, and any other tangible property created in the course of the exhibition shall be the property of the party that paid for the expenses.

8. **COPYRIGHT.** Gallery shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist reserves all rights to the reproduction of the Artworks except as noted in writing to the contrary. Gallery may arrange to have the Artworks photographed to publicize and promote Artist and Gallery. Photographing is permitted to the public in Gallery.

9. **PRICING.** Although it is a non-exclusive contract, Artist's suggested price is expected to be consistent with one outside the Gallery. Gallery shall sell the works at the retail prices shown on the Submission Form. Any change in the retail price must be agreed to in advance by Artist and the Organization.



10. **SALE.** All Gallery sales are in Kenya Shillings and US dollars. In addition to agreed retail price, applicable sale taxes will be added to the bill of sale.

11. **SHIPPING.** All shipping cost and any other financial implications that will take place between the purchase of the client from the organization to the possession of the client outside Kenya of art will be Invoiced and billed to the client.

13. **EXHIBITION:** TujengeArt is a moving station gallery, Artist fully knows and understands that he/she is expected to bring Artworks to where the gallery will be moving after a period of time. Artist will not pay for an Exhibition slot while exhibiting with the organization. The organization caters for all exhibition costs of the area of exhibition.

12. **COMMISSIONS.** The organization and Artist agrees that the Gallery's commission is to be 25 % of the retail price of each work sold. Artist and Gallery must agree to any change in Gallery's commission \_\_\_\_\_ in \_\_\_\_\_ advance.

---

12. **TERMS OF PAYMENT.** TujengeArt shall pay Artist all proceeds due to the Artist within 24 Hrs. of sale via [tujenge-art.org](http://tujenge-art.org) payment Via Mpesa or Bank Payment .

13. **ACCOUNTING.** Along with each payment, TujengeArt shall furnish Artist with a copy of the bill of sale, indicating name of Artist, title of Artwork sold, date of sale, and sale price. TujengeArt may not always be able to provide Artist with identification of the purchaser since one may choose to remain anonymous as per applicable laws. Artist shall have the right to inventory his/her Artworks on TujengeArt premises and request records pertaining to sales of his/her Artworks.

14. **REMOVAL FROM GALLERY.** TujengeArt shall not lend out or remove from the premises any of Artworks without first obtaining permission from Artist. There is no return policy during this show on Artworks sold to the customers of TujengeArt.

15. **LOSS OR DAMAGE.** TujengeArt shall be responsible for the safekeeping of all consigned Artworks while they are in its custody. Artwork is handled with care and expertise and with all safety measures possible, thus TujengeArt is not held liable for damages.

16. **TERMINATION OF CONTRACT.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either TujengeArt or Artist, by means of



notification of termination from either party to the other. Upon the notification of termination, all accounts shall be settled and all unsold Artworks shall be returned. In the event of Artist's death, the estate of the Artist shall have the right to terminate the Agreement. Artist's emergency contact: \_\_\_\_\_

17. **ARBITRATION.** This Agreement shall be governed by the laws of Kenya. All disputes arising under this Agreement shall be submitted accordingly, and the arbitration award may be entered for judgment in any court having jurisdiction thereof.

18. **MODIFICATIONS.** This Agreement constitutes the entire understanding between the parties hereto. It may only be amended by written instrument signed by both parties.

19. **RECORD OF CONSIGNMENT.** Artist certifies that all Artworks listed below will be available for exhibition and sale at the Gallery during the term specified in § 4 and § 5 of this Agreement:

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

..... IN WITNESS WHEREOF, the parties hereto  
have executed this Agreement as of the dates set below.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE OF ARTIST  
DATE OF CONTRACT

SIGNATURE OF TujengeArt Representative PRINTED NAME OF TujengeArt Representative If you wish to discuss the contract further, or find any misprints in the description of your Artworks, please contact the Organization promptly. Otherwise, please sign both copies of the contract, keep one copy for your records, and send one copy back to Organization, so we can initiate the arrangements for your exhibition. If TujengeArt does not hear from you during two weeks following the date of the offer, the above offer shall be considered to have expired.



## Exhibit A

### TujengeArt Exhibition Services.

Service	Timeframe
Provide different exhibition area	All around the year during the contract period
Provide Artist marketing	All around the year during the contract period
Provides Artwork branding and marketing	All around the year during the contract period
Sale of Artworks	All around the year during the contract period
Transportation of Artworks	All around the year during the contract period
Online Platform for sell of Artworks	All around the year during the contract period
Digital content About Artworks and Artist - Videos and Photos.	All around the year during the contract period

### Tujenge Art Organization Representative

Name:

Position:

Signature: