

MAISIE PICKED A DAISY

Group Exhibition *Artist Agreement Suite*

Version 1.0 | [Year]

Prepared by the Exhibition Organiser

This Agreement Suite comprises four documents intended for use across multiple jurisdictions. Each artist and the Organiser must execute all four agreements. Parties should obtain independent legal advice before signing. Where local law imposes requirements inconsistent with any clause herein, the locally required terms shall prevail solely to the extent of that inconsistency.

Preliminary Matters

Parties and Recitals

This Agreement Suite is entered into between:

Organiser	[Full legal name, trading name if any, registered address, registration/ABN/tax number]
Artist	[Full legal name, preferred artist name if different, address, country of residence]
Exhibition title	Maisie Picked a Daisy
Exhibition venue	[Venue name, full address, country]
Show dates	[Opening date] to [Closing date]
Execution date	This agreement is effective from the date of last signature below.

Definitions

In this Agreement Suite, unless the context otherwise requires:

- "Works" means the artwork(s) listed in Schedule A submitted by the Artist for inclusion in the Exhibition.
- "Sale Price" means the price at which a Work is offered for sale, as confirmed in Schedule A.
- "Commission" means the percentage of the Sale Price retained by the Organiser on completion of a sale.
- "Net Proceeds" means the Sale Price less Commission and any agreed deductions specified in Agreement 4.
- "Intellectual Property" or "IP" means copyright and all related moral and economic rights subsisting in the Works.
- "Territory" means the jurisdiction(s) in which the Exhibition is staged or its marketing is conducted.
- "Force Majeure" means circumstances beyond a party's reasonable control including natural disaster, pandemic, government direction, or venue destruction.

Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa.

Agreement 1 — Participation

This agreement governs the Artist's participation in the Exhibition, including submission of Works, logistics, care obligations, and the right to withdraw.

1. Submission of Works

1.1 Commitment

The Artist agrees to submit the Works listed in Schedule A to the Exhibition and to make them available for the full duration of the Exhibition period, unless otherwise agreed in writing.

1.2 Condition on delivery

Works must be delivered in exhibition-ready condition, clean, wired or mounted as required by the venue, and accompanied by a completed Schedule A with all details confirmed.

1.3 Delivery deadline

Works must be delivered to the venue by [Delivery Date] at [Time] local time. Late delivery may result in exclusion at the Organiser's reasonable discretion.

1.4 Collection

Unsold Works must be collected by the Artist (or a nominated agent with written authority) within [X] days of the close of the Exhibition. Works not collected within [X + 14] days may be stored at the Artist's cost at a rate of [amount] per week, or treated as abandoned after [X + 60] days.

2. Care and Insurance

2.1 Organiser's duty of care

The Organiser agrees to handle Works with reasonable care during installation, the Exhibition period, and de-installation.

2.2 Insurance — Organiser

The Organiser [will / will not] maintain all-risks exhibition insurance for Works whilst on the premises, up to the declared insurance value stated in Schedule A. [If not: The Artist is responsible for maintaining their own insurance cover throughout the period the Works are in the Organiser's custody.]

2.3 Insurance — Transit

The Artist is responsible for insuring Works in transit to and from the venue unless a contrary arrangement is confirmed in writing.

2.4 Damage

If a Work is damaged whilst in the Organiser's custody, the Organiser will notify the Artist within 48 hours. Liability for damage caused by the Organiser's negligence shall not exceed the declared insurance value in Schedule A.

3. Curatorial Authority

3.1 Inclusion

The Organiser retains final curatorial authority over which Works are included and their placement within the Exhibition. The Organiser will consult the Artist before rejecting a submitted Work and provide written reasons.

3.2 Theme compliance

Works must be reasonably consistent with the Exhibition theme of 'Maisie Picked a Daisy.' Works that substantially depart from this theme may be excluded by the Organiser following consultation.

4. Withdrawal

4.1 Artist withdrawal

The Artist may withdraw a Work prior to [withdrawal deadline] by giving written notice to the Organiser. Withdrawal after this date requires the Organiser's written consent and may incur a withdrawal fee of [amount or formula] to contribute to catalogue and marketing costs already incurred.

4.2 Organiser cancellation

If the Exhibition is cancelled due to Force Majeure, neither party shall be liable to the other. The Organiser shall notify Artists as soon as practicable and arrange safe return of all Works at the Organiser's expense.

Signature — Artist

Date

Signature — Organiser

Date

Agreement 2 — Sales and Commission

This agreement governs pricing, sales authorisation, commission rates, payment timelines, and the handling of buyer deposits, holds, and cancellations.

5. Pricing

5.1 Artist's price

The Sale Price for each Work is as stated in Schedule A. The Sale Price is inclusive of any applicable sales tax, VAT, or GST unless otherwise noted. Where local law requires tax to be charged to the buyer, the parties agree to adjust the stated price accordingly.

5.2 Price lock

Once Schedule A is countersigned by the Organiser, the Artist may not alter the Sale Price without the Organiser's prior written consent. A price-lock deadline of [date] applies.

5.3 Not for sale

Works marked NFS (not for sale) in Schedule A are displayed on that basis only. The Organiser accepts no liability for approach from buyers regarding NFS works.

5.4 Discounting

The Artist [may / may not] authorise the Organiser to offer a discount of up to [X]% at the Organiser's discretion. Any discount beyond this threshold requires the Artist's written approval.

6. Commission and Deductions

6.1 Commission rate

The Organiser's commission is []% of the final Sale Price (excluding any buyer's premium if applicable). This commission covers exhibition costs, staffing, and administration.

6.2 Shared costs

The following costs, if any, shall be deducted from Sale Proceeds before commission is calculated: [e.g. framing agreed in writing / packing / shipping to buyer]. All such deductions must be agreed in writing before the Exhibition opens.

6.3 Currency

All payments under this Agreement shall be made in [currency] unless the parties agree otherwise in writing. Where conversion is required, the exchange rate on the date of sale shall apply, sourced from [agreed reference, e.g. XE.com mid-market rate].

7. Payment

7.1 Timeline

The Organiser shall pay the Artist's Net Proceeds within [28] days of confirmed receipt of cleared funds from the buyer. Payment shall be made by bank transfer to the account nominated by the Artist.

7.2 Tax obligations

Each party is solely responsible for their own tax obligations arising from this Agreement, including income tax, GST, VAT, or withholding tax in their respective jurisdictions. The Organiser may withhold amounts required by applicable law.

7.3 Statement

The Organiser shall provide a written sales statement with each payment showing the Sale Price, commission, any deductions, exchange rate applied (if any), and Net Proceeds.

8. Deposits, Holds, and Cancellations

8.1 Holds

A Work may be placed on hold for a maximum of [48] hours pending confirmation of purchase. After this period the Work is returned to open sale.

8.2 Deposits

A deposit of [X]% may be accepted to reserve a Work. Deposits are non-refundable if the buyer cancels. If the Organiser or Artist prevents completion of the sale, the deposit shall be refunded to the buyer.

8.3 Buyer cancellation

If a buyer cancels after payment in full and the Organiser agrees to a refund, the refund shall be funded as to [X]% from the Organiser's commission and [Y]% from the Artist's Net Proceeds, reflecting that both parties benefited from the transaction.

Signature — Artist

Date

Signature — Organiser

Date

Agreement 3 — Intellectual Property and Image Rights

This agreement confirms copyright ownership and grants a limited licence to the Organiser to reproduce images of the Works for marketing purposes.

9. Copyright Ownership

9.1 Retained by Artist

The Artist retains all copyright and moral rights in the Works. Nothing in this Agreement transfers ownership of IP from the Artist to the Organiser or to any buyer.

9.2 Sale of physical work

A buyer of a Work acquires physical ownership of that Work only. No IP or reproduction rights are transferred to the buyer unless the Artist separately agrees in writing.

9.3 Moral rights

The Artist's moral rights (including the right to attribution and right of integrity, as recognised in the Berne Convention and applicable local law) are retained in full. The Organiser shall ensure the Artist is credited in all public displays and reproductions.

10. Licence to the Organiser

10.1 Grant

The Artist grants the Organiser a non-exclusive, royalty-free, revocable licence to reproduce, publish, and display images of the Works solely for the purposes listed in clause 10.2.

10.2 Permitted purposes

The licence in clause 10.1 covers: exhibition marketing (digital and print), social media, press releases and media coverage, the Exhibition catalogue, archival documentation of the Exhibition. The licence does not extend to merchandise, commercial licensing, or any use after 12 months following the close of the Exhibition, without the Artist's written consent.

10.3 Image quality

The Organiser shall take or commission professional-quality photographs of Works for the purposes above. On request, the Artist may supply their own approved images.

10.4 Attribution

All reproductions must credit the Artist in the form: [Artist Name], [Title of Work], [Year], [Medium]. The Organiser shall use reasonable efforts to ensure third-party media outlets comply with attribution requirements.

10.5 Revocation

The Artist may revoke this licence for future uses (i.e., uses not yet published or distributed) by giving 14 days' written notice. Revocation does not require the Organiser to remove existing publications.

11. Third-Party IP

11.1 Warranty

The Artist warrants that the Works are original, do not infringe the intellectual property rights of any third party, and that the Artist has full authority to enter into this Agreement.

11.2 Indemnity

The Artist shall indemnify the Organiser against any third-party IP claim arising from the Works, provided the Organiser notifies the Artist promptly in writing and does not make admissions without the Artist's consent.

12. Exhibition Title and Branding

12.1 Show branding

The title 'Maisie Picked a Daisy' and associated exhibition branding are controlled by the Organiser for the purposes of this Exhibition. No Artist shall use this title to promote or brand a separate exhibition or commercial venture without the Organiser's prior written consent.

Signature — Artist

Date

Signature — Organiser

Date

Agreement 4 — Operational and Cost-Sharing

This agreement sets out how exhibition costs are allocated, how marketing decisions are made, and the process for resolving disputes.

13. Costs

13.1 Organiser costs

The Organiser bears the following costs unless otherwise specified in Schedule B: venue hire, exhibition lighting and installation, opening event costs, and general marketing up to the agreed budget.

13.2 Artist costs

Each Artist bears the cost of: delivery of Works to and from the venue, framing or mounting (unless otherwise agreed), and any special installation requirements specific to their Works.

13.3 Cost recovery from sales

Any additional costs agreed in writing between the parties prior to the Exhibition may be deducted from Sale Proceeds before Net Proceeds are calculated, as set out in clause 6.2.

14. Marketing and Approval

14.1 Organiser authority

The Organiser has authority to approve and publish all marketing materials for the Exhibition, including press releases, social media, and advertising.

14.2 Artist review

Where an Artist's name or likeness appears in materials beyond standard credit, the Organiser shall provide a draft for the Artist's approval. Approval shall not be unreasonably withheld or delayed beyond [5] business days.

14.3 Artist marketing

Artists may promote the Exhibition on their own channels. Any materials prepared by an Artist that reference the Exhibition must be approved by the Organiser where they use the Exhibition title, branding, or other Artists' names.

15. Multi-Jurisdiction Compliance

15.1 General

The parties acknowledge that this Exhibition may attract buyers and media coverage across multiple jurisdictions. Each party is responsible for their own compliance with the laws of their home jurisdiction.

15.2 Export and import

If a Work is sold to a buyer in another country, the Artist and Organiser will cooperate in good faith to facilitate export/import documentation. Additional costs of cross-border shipping are borne by the buyer unless otherwise agreed.

15.3 Cultural heritage

Works that may be subject to cultural heritage export restrictions under applicable law shall be identified by the Artist prior to the Exhibition. The Organiser will not facilitate a sale that would require a cultural heritage export permit unless that permit is obtained.

16. Confidentiality

16.1 Financial terms

The financial terms of this Agreement Suite (including commission rates and Net Proceeds) are confidential between the parties and shall not be disclosed to third parties without consent, except as required by law or for professional advice.

17. Dispute Resolution

17.1 Negotiation first

If a dispute arises under any Agreement in this Suite, the parties will attempt to resolve it by good-faith negotiation within [21] days of written notice of the dispute.

17.2 Mediation

If negotiation fails, the parties agree to submit the dispute to mediation administered by [agreed mediation service, e.g. LEADR, ACICA, or a mutually agreed mediator] before commencing any legal proceedings. Costs of mediation shall be shared equally unless the mediator directs otherwise.

17.3 Governing law

This Agreement Suite is governed by the laws of [Jurisdiction — e.g. Victoria, Australia] and any proceedings not resolved by mediation shall be submitted to the courts of that jurisdiction. Both parties consent to this jurisdiction.

17.4 Language

This Agreement is written in English. If translated, the English version shall prevail in the event of inconsistency.

18. General Provisions

18.1 Entire agreement

This Agreement Suite (Agreements 1–4 and Schedules A–B) constitutes the entire agreement between the parties in relation to the Exhibition and supersedes all prior discussions and representations.

18.2 Variation

Any variation to this Agreement must be in writing and signed by both parties.

18.3 Severability

If any clause is found to be invalid or unenforceable in a particular jurisdiction, the remaining clauses continue in full force.

18.4 Waiver

Failure to enforce any right under this Agreement does not constitute a waiver of that right.

18.5 Force Majeure

Neither party is liable for failure to perform obligations caused by Force Majeure. The affected party shall notify the other in writing as soon as practicable.

18.6 Counterparts and electronic execution

This Agreement may be executed in counterparts. Electronic signatures (including via DocuSign, Adobe Sign, or equivalent) are accepted as binding.

Signature — Artist

Date

Signature — Organiser

Date

Schedule A — Works Submitted

Complete one row per Work. This schedule must be countersigned by both parties before the Delivery Date.

Title	Medium	Dimensions	Year	Sale Price	Insurance Value	NFS?

Declared insurance value is used solely for insurance purposes and does not obligate either party to sell or replace at that value.

Signature — Artist

Date

Signature — Organiser

Date

Schedule B — Agreed Costs and Special Arrangements

Record any agreed cost allocations, special installation requirements, or other terms specific to this Artist's participation that vary from the defaults in Agreements 1–4.

Item	Default	Agreed variation (if any)
Delivery cost	Artist's responsibility	
Framing / mounting	Artist's responsibility	
Special installation	Covered by Organiser up to [amount]	
Catalogue entry length	Standard (50 words + image)	
Commission rate	As per Agreement 2, clause 6.1	
Other		

Additional notes:

Signature — Artist

Date

Signature — Organiser

Date