

Agora Gallery

530 W. 25th St. New York, NY

Representation Agreement (“Agreement”) between Agora Gallery, Inc. (“We” or “Agora”) and the undersigned Artist (“You”)

[A] PROMOTION & PUBLICITY

1. **Artist Profile** – An artist profile will be written for you by one of our public relations writers.
2. **Artist Statement** – We will assist you in writing and/or editing your artist statement, as needed.
3. **CV / Biography** – We will review your CV, and make professional formatting recommendations, if needed. You may include “Represented by Agora Gallery” on your CV / biography & website.
4. **Online Promotion** – Artwork selected by us will be posted on ARTmine.com
5. **Social Media** – You and/or your artwork will appear on one or more of our Social Media channels such as Facebook, Instagram, Twitter and others. The social media promotion will be aimed at introducing you and your artwork to collectors, new art buyers and the art community such as galleries, designers, art fairs, book and magazine publishers.
6. **Personal Artist Website** - If you do not have your own personal website, and in order to increase your exposure and to maintain high quality presentation of Agora Gallery represented artists, we will create for you, and maintain, a personal website which will include up to forty images of your artwork, your cv and bio and will be linked to your pages on Agora-Gallery.com and Artmine.com for the duration of your representation
7. **Ongoing Promotion of Your Artwork** – We will address questions from art buyers who have viewed your artwork on our website during your representation term and/or by one on one presentations.

[B] EXHIBITION

1. **Artwork Selection** – The number of artwork that we will select for your exhibition will depend on your representation option and the dimensions of the selected artwork. Selections for the exhibition will be made from the images promoted on ARTmine.com. The exhibition selected artwork will be presented in a collective exhibition for a minimum of three weeks.
2. **Scheduling** – Exhibitions take place during the representation term and allow time for promotion, mailings and advertising. We will provide you with the important dates relating to your exhibition such as the delivery date, exhibition opening date, reception date, exhibition closing date and pickup date.
3. **Online Exhibition Promotion** – Your exhibition selected artwork will also be posted on Agora-Gallery.com a few weeks prior to your exhibition and will remain there for approximately three months; the number of selected artwork will depend on your representation option.
4. **Targeted Public Relations** – We will invite a targeted list of contacts such as: private art buyers, consultants, corporations, profit and nonprofit organizations and/or members of the media.
5. **Invitations By Email** – Invitations to the exhibition will be emailed to our extensive mailing list.
6. **Listing** – The exhibition will be announced on our internet site and on other art-related sites as we determine to be appropriate.
7. **Artist Promotional Cards** – Personal color exhibition promotional cards, to be distributed at the gallery, will be created for you.
8. **Reception Photos** - Photos of the opening reception for your Collective Exhibition will be published on our website and social media.
9. **Shipping/Delivery/Pickup/Customs/Stretching/Framing** – You are responsible for all arrangements and costs pertaining to the stretching and/or framing, packing, shipping and customs fees to and from the Gallery. For detailed information and to review the exhibition information and forms please visit www.Agora-gallery.com/exhibition_information
10. **Installation** – Our team of art handlers will unpack, install, and, if necessary, repack your artwork after the exhibition.

11. Insurance – We maintain a Fine Art insurance policy covering artwork on our premises, up to \$10,000 per artwork, with coverage and limits as set forth in our policy. You are solely responsible for insuring your art while in transit to and from the gallery.

[C] SALES

- 1. Pricing of Your Artwork** – Agora will recommend the price of your artwork based on your CV, our experience and the list/selling price of similar work by other artists. If you have ever priced any of your artwork to the public, you must substantiate these prices with previous sales records and/or price list from past exhibitions in order for us to make a fair assessment. Once your list prices become public on our website, you may not quote different prices for similar artwork during the representation term. Pricing assistance is exclusively available to represented artists.
- 2. Artwork Sale** – Agora is entitled to a 30% commission from the sale of artwork sold by us. Your 70% share will be paid to you within three (3) weeks after the artwork is paid for and delivered to the client.

[D] ADDITIONAL TERMS & CONDITIONS

Representation Term – The term of your representation is for one year from the date that we receive the signed Agreement and payment.

Non-Exclusive – You may be represented by other galleries while represented by Agora, but you may not exhibit or sell the same works of art.

Limitation of Liability – By signing this Agreement you warrant and represent that you are eighteen (18) years of age or older and of full legal capacity to enter into all of the terms, agreements and conditions contained in this Agreement, and that your artwork is original and does not infringe the intellectual property or other proprietary rights of third parties. Agora will not be liable with respect to any subject matter of this Agreement under any contract, negligence, or other theory, at law or in equity, for any amounts aggregating in excess of either (a) the insurance proceeds received in connection with your claim or (b) in the event that your insurance claim is denied for any reason whatsoever and/or is not covered by our insurance policy, no more than the total amount paid by you to Agora in connection with this Agreement.

Scheduling – Agora retains the right to (a) reschedule and/or postpone or curtail an exhibition and/or any exhibition related event without notice should an event beyond our control or an unforeseen event occur, including, but not limited to, extreme weather conditions. We will attempt to give prior notice if possible and will reschedule your exhibition to a later date, (b) relocate any exhibition to an alternate space of similar quality, and (c) close the gallery for special projects for a limited number of days. In such cases the exhibition will be extended to make up for those days.

Payment – You have the option to pay for Agora's services in full or on a monthly installment plan. You must include the first payment of the installment plan with the signed Agreement and each subsequent consecutive monthly payment must be made in a timely manner on the due date. Failure to make consecutive and timely payments will result in the forfeiture of all payments previously made as well as your right to any of the services outlined in this Agreement. Representation begins when we receive this signed Agreement, the first installment payment or payment in full.

Art Representation Consent – You represent and warrant that you are not currently represented by an agent and/or a gallery in an exclusive manner and warrant that you are free and able to engage Agora to represent you upon the terms contained in this Agreement and that there are no contracts, restrictive covenants or other agreements or obligations preventing or interfering in any manner with the terms of this Agreement. You agree to indemnify, defend and hold harmless Agora and its affiliates, shareholders, directors, officers, employees, agents, and representatives from and against any claims, losses, liabilities, actions, complaints, proceedings, costs and expenses (including but not limited to attorney's fees), damages and liabilities arising out of or relating to Agora's representation of you, including your breach of the representations, warranties and obligations in this Agreement. You confirm that you understand that Agora will promote your artwork on the Internet and in various publications and may also use your name, image and likeness. Accordingly, you hereby release, discharge and unconditionally and irrevocably waive your right to make any claim or complaint of any kind or bring any action or proceeding against Agora and/or its respective agents, employees, representatives, owners and/or officers relating to any claims of infringement of your intellectual property or other rights by them or third parties during, and after, the term of the Agreement. Please note that we may terminate this agreement at any time for any reason and our only liability will be to refund the representation fees. We are not liable for any matters related to the Internet sites,

including, and without limitation; outage; downtime; server and network issues; etc. that may affect the display of your artwork.

Acknowledgement – This Agreement contains the entire agreement and understanding between you and Agora. Accordingly, this Agreement may not be altered or modified in any manner whatsoever except by in writing which is duly signed by you and Agora. You acknowledge that neither Agora nor any other party or any agent or representative of Agora has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement concerning Agora’s representation of you or relationship with you or relating to the subject matter of this Agreement to induce the execution of this Agreement and that you have not executed this Agreement in reliance upon any promise, representation, or warranty not contained in this Agreement. You further acknowledge and agree that you have carefully read and understand all of the terms of this Agreement and know and understand their binding effect. In the event that any term, condition, or provision contained in this Agreement shall be held or deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect, impair, or invalidate any other term, condition, or provision contained in this Agreement and all remaining terms, conditions, and provisions contained in this Agreement shall remain in full force and effect. The failure by Agora to strictly enforce any of its rights and/or any of the terms of this Agreement shall not constitute a waiver of any of its rights. Agora and you will act as independent contractors. In the event of any claim, dispute or litigation regarding this Agreement or any aspect whatsoever relating to this Agreement or any act or omission relating to the relationship between you and Agora, its agents, employees, representatives, owners and/or officers (as detailed above), you hereby unconditionally consent to the exclusive jurisdiction of the courts of the State of New York, New York County, and New York City law shall apply. The laws of the State of New York shall govern this Agreement.

REPRESENTATION OPTIONS

Please select your preferred option below. Payments may be made in full at signing or by consecutive monthly installments commencing at signing of the Agreement.

Digital Exhibition with Promotion with Representation

- All services outlined in sections A & C.
- Up to sixteen (16) images of your artwork on ARTmine.com
- Three (3) of your artwork images will also be presented on our Gallery monitor, along with other Digitally Represented artists, whenever a collective exhibition is on display.
- 3rd renewal (fourth year representation) will be eligible for a free upgrade to regular Basic representation, when paying in 1, 3 or 6 month installments

- 1 Payment ----- \$3,850
- 3 Month Payment Option ----- 3 x \$1,315
- 6 Month Payment Option ----- 6 x \$695
- 12 Month Payment Option ----- 12 x \$355

Gallery Exhibition with Promotion & Representation:

Basic

- All services outlined in sections A,B,C.
- 10 linear feet of exhibition space.
- 100 Artist Promotional cards.
- Up to 16 images of your artwork on ARTmine.com.
- 3rd renewal (fourth year representation) will be eligible for a free upgrade to Standard representation

- 1 Payment [] \$6,250
- 3 Month Payment Option [] 3 x \$2,185
- 6 Month Payment Option [] 6 x \$1,125

Standard

- All services outlined in sections A,B,C.
- 20 linear feet of exhibition space.
- 250 Artist Promotional cards.
- Up to 20 images of your available artwork on ARTmine.com.

- 1 Payment [] \$9,850
- 3 Month Payment Option [] 3 x \$3,485
- 6 Month Payment Option [] 6 x \$1,815

Premium

- All services outlined in sections A,B,C.
- 40 linear feet of exhibition space.
- 500 Artist Promotional cards.
- Up to 25 images of your available artwork promoted on ARTmine.com.
- Personal interview/spotlight blog post written by Agora Gallery’s writing team and will be promoted online.

- 1 Payment [] \$19,850
- 3 Month Payment Option [] 3 x \$6,735
- 6 Month Payment Option [] 6 x \$3,445

Higher levels of representation are available - Please inquire

FORM OF PAYMENT

Bank Wire Transfer

When wiring funds please make sure Agora Gallery receives the entire amount and that any banking fees are not deducted from the funds. Bank wire transfer details are:

The Chase Manhattan Bank, Branch # 00673, Address: 475 W 23rd St, New York, NY 10011
 Agora Gallery Inc. #214500617965
 ABA/Routing # - 021000021 Swift: Chasus33

Please send us a wire reference number as soon as it is available.

Credit Card - We accept the following credit cards: Visa, Mastercard, American Express, Discover, Diners, JCB

ARTIST CONTACT INFORMATION

Please indicate your agreement with the foregoing by signing this Agreement on the space below. We will use information provided below to contact you. If you wish to make any change, you must provide it to us in writing. Any change will become effective upon your receipt of our confirmation of such change. As a represented artist, you will be added to our mailing list.

Ms. Mrs. Mr. Other _____

Legal Name _____

Date of Birth: (Month/Day/Year) _____ Email _____

Address _____ City _____

State / Province _____ Postal Code _____

Country _____ Phone Number _____

Promotional Name - do you use another name to sign your work?

No Yes, Name used _____

Artist name _____ Director _____

Signature _____ Signature _____

Date _____ Date _____

