

# 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. **Online Promotion** – Artwork selected by us will be posted on ARTmine.com within ten (10) business days from the day we countersign this Agreement if you provide the required material in a timely manner.
3. **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.
4. **CV / Biography** – You may include “Represented by Agora Gallery” on your CV / biography & website.
5. **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 in a New York City art magazine listing such as Gallery Guide, 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. **Catalog** – A sample of your artwork will be published in a color catalog of the collective exhibition which will be distributed to gallery visitors.
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. Unless otherwise agreed to in writing, artwork left at the gallery for more than thirty (30) days after your exhibition pick up date will be deemed abandoned and the property of Agora, and Agora may dispose of it at its sole discretion. For detailed information and to review the exhibition information and forms please visit [www.Agora-gallery.com/exhibition\\_information](http://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** – If necessary, 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 provide us with this information in order for us to make a fair assessment. Once your list prices become public on our website, you may not quote lower 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 that are located outside of Chelsea, New York City, 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 or reschedule any exhibition to an alternate space or time for cause, and (c) close the gallery at an earlier time when special events such as cocktail and reception parties are held at the gallery.

**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 could 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. Representation balance must be paid in full no later than two (2) months prior to the exhibition.

**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 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 Promotion with Representation**

- All services outlined in sections A & C.
- Up to 16 images of your artwork on ARTmine.com
- Your ARTmine artwork images will also be presented on our Gallery monitor, along with other Digitally Represented artists, whenever a collective exhibition is on display.
- 3rd year renewal will be eligible for a free upgrade to regular Basic representation

[ ] 1 Payment ----- \$3,450

[ ] 3 Month Payment Option ----- 3 x \$1,185

[ ] 6 Month Payment Option ----- 6 x \$625

[ ] 12 Month Payment Option ----- 12 x \$325

**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.

1 Payment	<input type="checkbox"/>	\$5,450
3 Month Payment Option	<input type="checkbox"/>	\$1,925
6 Month Payment Option	<input type="checkbox"/>	\$985

### Standard

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- 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	<input type="checkbox"/>	\$9,250
3 Month Payment Option	<input type="checkbox"/>	\$3,250
6 Month Payment Option	<input type="checkbox"/>	\$1,685

### Premium

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- 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.
- A full-page profile of you and your artwork in an art publication.
- Personal interview/spotlight blog post written by Agora Gallery's writing team and will be promoted online.

1 Payment	<input type="checkbox"/>	\$17,850
3 Month Payment Option	<input type="checkbox"/>	\$6,050
6 Month Payment Option	<input type="checkbox"/>	\$3,100

**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.

**Check**

Check should be in US Dollars and made payable to "Agora Gallery" Please include a note with all payments details and mail to: Agora Gallery, 530 West 25th Street, New York, NY 10001

**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 \_\_\_\_\_