

ART EXHIBITION AGREEMENT

Party A (the Organizer / Commissioner): _____

Business Registration / ID No.: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

Party B (the Artist / Exhibitor): _____

Business Registration / ID No.: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

Whereas

Party A is a legally established art organization with the necessary qualifications, resources, and experience to host art exhibitions;

Party B is a professional artist with independently created artworks and intends to hold an exhibition;

Both parties, on the basis of equality, voluntariness, fairness, and good faith, have reached the following agreement regarding Party A's provision of exhibition services for Party B's artworks in accordance with the Civil Code of the People's Republic of China and other applicable laws.

Article 1. Basic Exhibition Information

Exhibition Title: _____

Exhibition Period: From _____ (year) ____ (month) ____ (day) to _____ (year) ____ (month) ____ (day)

Venue: _____

Opening Reception: _____ (year) ____ (month) ____ (day) (if applicable)

Exhibited Works:

1. The list of exhibited artworks is detailed in *Appendix I*, which forms an integral part of this Agreement.
2. The quantity, category, and condition of the works are subject to Appendix I.
3. Party B guarantees full ownership and disposal rights over the exhibited works and ensures that no third-party rights are infringed.

Article 2. Rights and Obligations of Party A

1. Party A shall provide a suitable exhibition venue and be responsible for the curatorial planning, organization, publicity, execution, and security of the exhibition.
2. The venue shall meet professional exhibition standards, including appropriate temperature and humidity control, fire and theft prevention, and other safety measures.
3. Party A may use images, texts, and videos of Party B's artworks, as well as the artist's portrait, biography, and statement for exhibition-related publicity (posters, catalogs, invitations, website, social media, etc.), only with prior written consent from Party B. Such materials shall not be used for any commercial sale or unrelated promotion.
4. Party A shall manage the installation and dismantling of the exhibition. Party B or their authorized representative shall be present to supervise, ensuring artwork safety.
5. If artworks are damaged, lost, or stolen due to Party A's negligence or mismanagement, Party A shall bear full compensation liability.
6. During the exhibition, Party A is responsible for the safekeeping of the artworks and must take all reasonable measures to ensure their safety. In case of damage or loss, Party A shall immediately notify Party B and proceed according to Article 6.

Article 3. Rights and Obligations of Party B

1. Party B shall deliver artworks to Party A or the exhibition venue at the agreed time and location.
2. Party B shall provide personal information, artwork data, high-resolution images, and other materials required for publicity.
3. Party B has the right to participate in the installation process and make reasonable professional requests regarding display, lighting, sound, and technical setup. Party A shall cooperate accordingly.
4. Party B may participate in media events, artist talks, or lectures related to the exhibition.
5. After the exhibition ends, Party B shall retrieve artworks within a reasonable timeframe. Any temporary storage must be approved in writing by Party B, with storage conditions and duration specified.

Article 4. Artwork Sales and Revenue Distribution

1. If any artworks are sold during the exhibition, Party A shall handle the sales process and sign contracts with collectors on behalf of Party B.
2. Artwork prices shall follow the "Pre-Tax Price" listed in Appendix I. Party A may not alter prices without Party B's written consent.
3. Upon receiving full payment from the buyer, Party A shall transfer the proceeds to Party B within **15 business days**, after deducting the agreed commission.

4. **Commission Rate:** Party A shall charge _____% of the total sale price as commission.
5. In case of late payment, Party A shall pay a daily late fee of **0.5%** of the overdue amount.

Artist's Payment Account:

- Bank: _____
- Account Name: _____
- Account No.: _____

All payments shall be made to the above account. Tax obligations shall be borne by [**Party A / Party B**] (or as mutually agreed: taxes borne by Party A, and Party B receives post-tax income). Any licensing or reproduction (e.g. prints, film usage, documentaries) must be separately authorized by Party B in writing.

Article 5. Transportation, Installation, and Insurance

1. **Transportation:** The transport of artworks (to and from the venue) shall be arranged and paid by [**Party A / Party B**], using professional art logistics with appropriate packaging and handling.
2. **Installation:** For multimedia works (projection, screens, sound systems, etc.), Party A shall provide full technical specifications and assist in setup and testing with Party B.
3. **Insurance:**
 - From the moment Party B delivers the works to Party A until their return after the exhibition, Party A shall insure all artworks under a comprehensive property insurance policy.
 - The insured amount shall not be less than the “Insurance Value” stated in Appendix I.
 - In the event of damage or loss, Party A must report within 7 days and compensate fully. Any insurance claim received must be paid to Party B within 3 days.

Article 6. Damage or Loss Compensation

If artworks are damaged or lost while in Party A's custody:

- For partial damage: Party A shall cover repair costs and compensate for any loss in value.
- For total loss or destruction: Party A shall compensate in full based on the “Insurance Value” or “Market Price” listed in Appendix I.
If the insurance payout is insufficient, Party A shall make up the difference.

Article 7. Artwork Return

Party A must return all artworks intact to Party B within **7 days** after the exhibition ends. If a delay occurs for reasons attributable to Party A, written notice must be given. Delays exceeding **30 days** shall incur storage fees and risk liability.

Article 8. Confidentiality and Copyright

Both parties shall maintain confidentiality regarding the content of this Agreement and any unpublished details of the exhibition.

Party A shall not use Party B's artworks or related materials beyond the agreed scope without written consent.

Neither party shall disclose the terms of this Agreement or any proprietary or confidential information obtained during its execution to third parties without prior written consent.

Article 9. Breach and Dispute Resolution

1. Any breach of contract obligations shall result in full liability for damages, including but not limited to economic loss, attorney fees, and litigation costs.
2. Late payments of revenue shares shall incur a penalty of **0.5%** per day of the overdue amount.
3. This Agreement shall be governed by the **laws of the People's Republic of China**.
4. Any dispute arising from or related to this Agreement shall be resolved through friendly negotiation; failing that, either party may file a lawsuit with the **People's Court at Party B's domicile**.

Article 10. Notices and Delivery

All communications under this Agreement shall be made in written form (including email, fax, or text message) and sent to the following addresses:

Party A

Address: _____

Contact: _____

Email: _____

Party B

Address: _____

Contact: _____

Email: _____

Article 11. Miscellaneous

1. This Agreement is executed in two (2) counterparts, each having equal legal effect, with each party retaining one.

2. This Agreement becomes effective upon signing and sealing by both parties.
3. Appendices constitute an integral part of this Agreement.

Party A (Seal): _____

Authorized Representative (Signature): _____

Date: _____ / _____ / _____

Party B (Signature): _____

Date: _____ / _____ / _____