

Important note: The registered office of prideART Berlin i.V. is in Germany. Therefore, only the German text of this contract is legally binding. However, as we are an association that attaches great importance to many artists participating in our exhibitions, we have translated this text into English as a service.

Contract documents for an exhibition at prideART Berlin e.V.

I. Some important information in advance:

1. It is mandatory that the respective **Open Call form** is used **exclusively and without exception when applying** for an exhibition. Submissions and applications made via email, for example, cannot be considered!
2. You can find the **link** to the open call at www.prideART.eu
3. **Applying** via the form is **free of charge**. prideART does not charge an application fee!
4. If one or more of your works of art are accepted for our exhibition after curation, an expense allowance or **participation fee of € 50** per exhibition will be due. The participation fee includes:
 - Processing fee
 - Costs and processing of data for the online shop
 - Creating labels, signage
 - Provision of material for hanging
 - Creation of the exhibition catalogue
 - Marketing and advertising measures for the exhibition, including social media
 - Marketing and advertising measures for the online shop
 - Electricity and heating costs
 - Garbage disposal, cleaning
 - Looking after guests during the exhibition
5. There is **no participation fee for members** of the prideART Berlin e.V. association. You also have **many other advantages** if you are a member of our organization. Here is a brief overview:

	Non-member	Member
Participation fee	50,00 € (*)	None / 0,00 €
Maximum number of artworks per exhibition	3	6
Places for hanging	Not in the hallway, B-places	Also in the hallway, A-places

Signage of the pictures in the exhibition	Normal signage	Special marking (Member of prideART)
Space in the exhibition catalogue	1 double page	2 double pages, special marking
Commission for sold artworks (also in the online shop)	40 % during exhibition and until 4 weeks after exhibition	20 %
Possibility of selling in the online shop	Only in the period of the exhibition and 4 weeks afterwards	Not temporally limited

If you would like to become a member, you can easily do so online:

<https://prideart.shop/produkt/memberschaft-prideart-berlin-e-v/>

II. Procedure for submission and exhibition, return

1. Open Call.

The first and last day of the exhibition is mentioned here. Thus, the contract period is also determined from this. By submitting the form, the contractual conditions are accepted.

2. acceptance of the pictures for exhibition.

Approx. 2-3 weeks after the end of the open call.

The contract comes into effect with the written notification (e-mail) of acceptance for the exhibition.

3. dispatch of pictures, delivery on site.

At the latest 2 weeks before the exhibition opening, in person or by post.

Pictures must be handed in or delivered in the appropriate format or with (framed if desired). Additional costs will be charged to the artist.

4. hanging of the pictures, preparation of the exhibition.

approx. 1 week before the start of the exhibition.

Hanging and binding of the signage will be done by yourself. If this is not possible, please inform us in good time (preferably immediately after acceptance).

5. exhibition period.

As communicated in the Open Call. Should the period change, prideART must notify this immediately.

During this period, the sales commission

For non-members, 40% of the stated selling price, whether the sale is online or on-site.

For members, 20% of the stated sale price, whether the sale takes place online or on site.

6. post-sale period.

4 weeks after the end of the exhibition period.

The post-sale period begins the day after the last day of the exhibition.

During this period the sales commission is

For non-members, 25% of the stated selling price, whether the sale takes place online or on site.

For members, 20% of the stated selling price, whether the sale is online or on-site.

7. end of contract.

The contract between the artist and prideART ends on the day after the end of the post-sale period. However, claims that have not yet been fulfilled remain valid.

8. collection of the paintings on site, return shipment if necessary.

The pictures must be collected at the latest 6 weeks after the end of the exhibition (i.e. 2 weeks after the end of the post-sale period).

If this is not possible in terms of time, a storage fee of 20 € will be charged for each week or part thereof. If pictures are to be returned by post, prideART will not assume the costs for this.

III. Surrender and Consignment Agreement and Assignment for Sale

between

an artist (according to the application form for the open call)

- hereinafter referred to as the "Artist" (*) -

and

prideART Berlin e.V.
represented by the board of the association
Söhtstr. 7
12203 Berlin

- hereinafter referred to as "prideART" -

- jointly referred to as "the contracting parties" -

PREAMBLE

The client is an artist.

The contractor is prideART Berlin e.V., an association whose purpose is the promotion of art and culture, in particular the presentation and development of art and culture in general as well as the LGBTQ+A artistic community of Berlin, the promotion of cultural and scientific purposes as well as the promotion of international spirit, tolerance in all areas of culture and the idea of international understanding. In particular, the work against discrimination and the exchange of art and culture in the sense of a peaceful and equal coexistence of all people regardless of their nationality, citizenship, ethnic, sexual and cultural origin shall be promoted. To this end, (sales) exhibitions and auctions are also held, giving artists the opportunity to exhibit and sell their works.

Artworks are submitted directly by the artist, offered and sold at exhibitions as well as via the prideART online shop and beyond/after. to art enthusiasts. The "post-sale period" mentioned below lasts from the day after the last day of the exhibition until the end of 4 weeks beyond.

The artist commissions prideART with the sale of his own works. However, the sale shall take place expressly in the name and for the account of the Artist.

Consequently, the parties conclude the following consignment and transfer contract and assignment for sale:

(*) Whenever the word „artist" and „he/his" is used in the following, it refers to all genders and gender identities. The use of the word "artist" is solely for the sake of readability and is not discriminatory.

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SUBJECT MATTER OF THE CONTRACT

1.1

The artist declares that he is entitled to the unrestricted transfer of rights to the works the rights to the work of art mentioned in the contract and that these rights are free from and that these rights are free from third parties, i.e. that no rights of third parties are infringed by this contract.

1.2

The Artist guarantees by way of an independent promise of guarantee within the meaning of Section 311 (1) BGB (Bürgerliches Gesetzbuch) that

- he is the owner of the contractual works
- the contractual work is not encumbered with the rights of third parties;
- he is the sole originator of the contractual works
- no official permits are required for the sale of the contractual works;
- no other third party rights prevent the sale; and
- he is entitled to grant the rights of publication and use and there are no third party rights to the images and texts provided by him which conflict with this granting.

1.3

The artist shall indemnify prideART within the scope of the guarantee promise against all claims of third parties which are asserted in connection with the sale of the contractual work. This includes indemnification against any lawyers' fees and other legal defence costs.

1.4

In this context, the artist shall indemnify prideART against all claims by third parties which they assert against the artist due to the violation of statutory provisions as a result of the sale of the contractual work. This includes indemnification against any official fines as well as lawyers' and other legal defence costs.

1.5

The artist hereby authorises prideART to sell the artist's enclosed works in the artist's own name and for the artist's own account for the period of the relevant exhibition on site and via prideART's own online shop.

1.6

In the event that no sale is made for the contractual works during the exhibition, the artist hereby instructs prideART to sell the contractual works in the artist's own name and for the artist's own account also and in particular via prideART's website for up to 4 weeks after the end of the last day of the Exhibition ("Post-Sale Period").

2. CONCLUSION OF THE CONTRACT, IMPLEMENTATION OF THE EXHIBITIONS

2.1

The respective exhibition will take place on a specific date, which will be announced in good time beforehand or directly at the open call. By submitting the artworks to the open call, the artist grants acceptance of all contractual elements, but no contractual relationship is yet established.

2.2

Mutual claims arising from this contract shall only come into existence with the acceptance of the artworks for the exhibition. This acceptance will be communicated to the artist by email in good time beforehand (at the latest 2 weeks before the first day of the exhibition) after the curation phase.

2.3

For non-members, the submission of artworks to the respective open call is limited to 3 (three) per exhibition.

2.4

For members of the association prideART Berlin e.V. the submission of artworks to the respective open call is limited to 6 (six) per exhibition. prideART reserves the right to include additional paintings by members of the association in the respective exhibition. This agreement shall apply accordingly to these additional works included in the exhibition. However, the artist has the right to object to the inclusion without delay.

2.5

It is the artist's responsibility to ensure that his or her submitted and accepted artworks arrive at the exhibition venue in advance (at least 7 days before the first day of the exhibition). In the event of late arrival of artworks, prideART reserves the right not to include them in the exhibition. Any costs incurred for return postage, customs etc. will not be covered by prideART. Any costs incurred will be charged to the artist by prideART.

2.6

If the artist has already sold works submitted by him and accepted by prideART for the respective exhibition before the exhibition begins, he must inform prideART immediately. The artist shall not be entitled to have another work of art included in the respective exhibition instead.

2.7

Artwork must be clearly marked on the back with name, title and price.

2.8

It is the artist's responsibility to ensure that the artworks arrive in the correct size, material and presentation form as specified in the Open Call form for the respective exhibition. Should the artist not be able to deliver or send the works in the correct size, he/she shall inform prideART of this in good time by email. If the artist wishes to have his works exhibited in a different size, a different material or a special form of presentation, he shall

inform prideART of this in good time by email. He/she agrees to bear the additional costs for this (e.g. for prints or frames) himself/herself. Any costs incurred for this will be invoiced to the artist and are due before the exhibition begins.

2.9

The artist himself/herself shall ensure that his/her artwork is hung in the places allocated by prideART and marked accordingly with the signs provided for this purpose. This shall be done no later than 3 days before the first day of the exhibition. Should this not be possible for organisational reasons, the artist shall inform prideART by email in good time beforehand, preferably immediately after acceptance for the respective exhibition.

2.10

During the exhibition period stated in advance, the works shall be directly available to the public for inspection and may be purchased on site. Outside the official opening hours, "private views" may take place during the exhibition period, in which prideART makes the exhibition accessible to certain groups of people. Furthermore, prideART also operates an online shop where the contract works are sold. The artist's works are included in this online shop. For this purpose, the artist grants prideART permission to use the submitted photos for this online shop. For members of prideART the inclusion of the artworks is unlimited until revoked by the artist. For non-members of the association, the submitted works will be deleted from the online shop 4 weeks after the last day of the exhibition.

3. PARTICIPATION FEE, COSTS

3.1

For non-members of the association prideART Berlin e.V. a fee of 50,00 € per exhibition is due upon acceptance of the artworks for an exhibition. This participation fee includes:

- Processing fee
- Costs and processing of data for the online shop
- Creation of labels, signage
- Provision of material for hanging
- Creation of the exhibition catalogue
- Marketing and advertising measures for the exhibition
- Marketing and advertising measures for the online shop
- Electricity and heating costs
- Waste disposal, cleaning
- Support for guests during the exhibition

In justified exceptions, the participation fee may be reduced or waived altogether. The decision on this is made by the board of the association.

The artist gives prideART permission to use the submitted photos for promotional material (flyers, posters, social media).

3.2

For members of the association prideART Berlin e.V. the participation fee is waived. A membership can still be purchased until the last day of the exhibition for the annual fee of 120 €. Upon joining the association, the commission regulation (under point 4) will then

also change immediately. Any participation fee already paid will be returned to the artist after receipt of payment of the annual membership fee.

3.3

The artist is given the opportunity to have additional marketing material (flyers) produced with motifs of his artworks. The costs for this are shown on the form of the respective Open Call and will be invoiced separately.

The artist grants prideART permission to use the submitted photos for these flyers.

3.4

For each exhibition prideART will produce an exhibition catalogue with the submitted and exhibited works. The artist grants prideART permission to use the submitted photos for these flyers.

4. SALE OF WORKS OF ART, COMMISSION

4.1

By participating in the Open Call and being accepted for an exhibition by prideART, the Artist accepts the following commission policy:

4.2

For non-members, the commission for artworks sold from the first day of the exhibition to the end of the last day of the exhibition, as well as in the post-sale period, is 40% of the selling price indicated by the artist in the Open Call form. This commission rule applies to sales at the exhibition as well as to sales in the online shop.

4.3

For members of the association prideART Berlin e.V. the commission for sold artworks amounts to

- a) from the first day of the exhibition until the end of the last day of the exhibition as well as in the post-sale period 20% of the sales price indicated by the artist in the Open Call form and
- b) for artworks that the prideART member shows to the public at the exhibition venue and/or in the online shop in addition to the artworks submitted and accepted in the Open Call, 20% of the sales price achieved by the artist. This applies to the exhibition period and the post-sale period.
- c) for works of art that members, especially tenants, are shown during an event/exhibition in the rented cell or in prideART's rooms, 20% of the sales price achieved by the artist. Only works of art by a member that are not part of the exhibition or are not shown publicly as part of the exhibition (e.g. in the rented cell or in the rooms of the event/exhibition) and are not sold via the online shop remain unaffected by this regulation.

4.4

Artists also have the opportunity to sell other products (books, catalogues, postcards, prints, merchandise, etc.) through prideART at an exhibition on site or in the online shop. The commission for this (for members and non-members) is 20 % of the achieved sales

price. This commission regulation applies to sales at the exhibition as well as to sales in the online shop.

The artist shall inform prideART without delay, preferably immediately after acceptance to an exhibition, which products he/she would like to offer in addition.

4.5

prideART shall inform the artist without delay when one or more of its artworks has been sold. prideART shall send a detailed statement of account showing the artist, the artwork, the price and the commission. The artist shall receive the sales price less the applicable commission agreement no later than 2 weeks after the sale of the respective artwork. Should additional costs be outstanding on the part of the artist (additional flyers, participation fee, postage costs or similar), prideART shall be permitted to charge these.

4.6

If contractual works are sold and not collected in person at the exhibition venue, e.g. sold in an online shop, the artist commissions prideART to carry out the shipping on his/her behalf and grants prideART permission to charge the costs of shipping, to retain them from the purchaser and to keep any surplus. Undercharged shipping costs shall be borne by prideART.

5. EXCLUSIVITY

5.1

The parties have agreed to an exclusive co-operation to the extent that the artist will not otherwise dispose of the contractual works until the end of the post-sale period.

5.2

The artist hereby undertakes to refrain from offering the contractual works for sale to any third party or entering into a contract of sale with any third party for the contractual works until the end of the post-sale period.

5.3

In the event that the artist sells the contractual work to a third party before the end of the post-sale period, the artist shall compensate prideART for all damages arising therefrom.

6. COLLECTION OR RETURN OF THE WORKS OF ART

6.1

The artist is obliged to collect the contractual works on site no later than 6 weeks after the last day of the exhibition.

6.2

If the artist is unable to fulfil this obligation, he shall be granted a reasonable period of grace. However, a storage fee of € 20 shall be due for the Artist during the grace period for each week or part thereof.

6.3

Should the artist fail to collect the relevant artwork despite 3 requests, the Artist irrevocably transfers ownership and all further rights to the artwork to prideART.

6.4

If prideART is instructed to return the contractual artworks to the artist by post, the artist must notify prideART of this in writing. The return shipment shall be at the artist's expense.

7. LIABILITY

7.1

The Artist shall be liable without limitation in the event of intent or gross negligence, for injury to life, limb or health, in accordance with the provisions of the Product Liability Act and to the extent of any guarantee assumed.

8. PERIOD OF VALIDITY

8.1

The terms and conditions of the contract are accepted in full upon the artist's participation in the open call and the associated electronic submission/transmission to prideART.

8.2

The contract shall come into force upon acceptance of the artwork for the relevant exhibition by prideART by email.

8.3

The contract shall end automatically on the day after the "post-sale period". However, any claims remaining after this date shall continue to exist until they have been fulfilled in full.

8.4

The contract may be terminated by either party at any time with a notice period of 2 weeks in text form. A termination according to § 627 BGH remains unaffected.

8.5

An extraordinary right of termination for this contract exists in the event of good cause in accordance with the statutory provisions.

9. FINAL PROVISIONS

9.1 This agreement shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising from this agreement shall be Berlin.

9.2 Any set-off of claims of the artist against claims of prideART shall only be possible with undisputed or legally binding claims. Rights of retention of the artist are excluded.

9.3 There shall be no ancillary agreements. Amendments and supplements to this contract must be made in writing. This also applies to the amendment of this written form requirement itself.

9.4 Should one or more provisions of this agreement be or become invalid or void in whole or in part, or should this agreement contain a loophole, the validity of the remaining provisions of this agreement shall not be affected thereby.

signed
the artist

signed
prideART Berlin e.V.,
represented by the board of the association

- End of the contract -