

# HOPE IS MAYBE

This Agreement is entered into on \_\_\_\_\_ [DATE],

between

Kunst verorten  
Michael Haerteis  
Landsbergerstrasse 234  
80687 Munich  
Germany

hereinafter referred to as the "MH",

and

-----  
[ARTIST NAME]  
-----  
-----  
-----  
-----

[ARTIST ADDRESS].

hereinafter referred to as the "Artist".

**Whereas**, the Artist hereby represents that he/she has created a work of art or object that is his/her own original work of art and it is not made from copyrighted material or patterns and said artwork is titled and is described as:

Title: \_\_\_\_\_

Description: \_\_\_\_\_

Materials: \_\_\_\_\_

Original Size: \_\_\_\_\_

**Whereas**, MH wishes to use the above described artwork for the realization of his exhibition project *Hope is Maybe*.

**Therefore**, MH will receive only data material of the original artwork free of charge in high resolution by the Artist to achieve the best possible quality reproduction(s) of the artwork.

**Now therefore**, in consideration of the mutual promises set forth below, as well as other valuable consideration, the parties agree as follows:

- 1) The Artist grants to MH the right to use and reproduce the artwork for up to 10 exhibitions. Further, the artist grants to MH and his exhibition partners the right to reproduce the artwork on websites and all other informational and promotional materials (non commercial purposes) associated with the exhibition in digital and printed form.

# HOPE IS MAYBE

- 2) The Artist shall be identified as the creator of the artwork.
- 3) The artwork will only be subject to exhibition(s), and it will not be for sale.
- 4) It is the right of MH to transform the data material of the original artwork in size and resolution so that the reproduced artwork will fulfill the requirements of each exhibition.
- 5) MH shall provide to the Artist, at no cost, 2 catalogues that will accompany the first two exhibitions of HOPE IS MAYBE for the Artist's personal use. Only artwork submitted by December 22<sup>nd</sup>, 2017 will be considered for the first two exhibitions and respectively for the catalogue.
- 6) It is the sole right and responsibility of MH to make and shape the exhibition(s). Therefore, it is MH's right pre-select artworks that might enter each exhibition. After the pre-selection a jury of professional persons in the field of art will make a final decision which the Artist has to accept.
- 7) The project *HOPE IS MAYBE* will expand and will be reshaped for further locations. The Artist agrees with MH's decision on how the reproduced artwork will be presented to the public.
- 8) After the exhibition cycle, MH will inform the Artist that all movable copies of the original artwork can be picked up at MH's location. It will not be MH's responsibility to pack and ship the exhibition items back to the Artist. If for any reason the Artist has not picked up the exhibition items, they will be donated to a non-profit-organization 2 months after noticing the Artist. It is the Artist's responsibility to provide valid contact information to MH during the period of this agreement.
- 9) The Artist will not receive any funds, awards or other financial reimbursements for participation in HOPE IS MAYBE.
- 10) MH will not be the Artist's agent or promoter.
- 11) The Artist shall indemnify and hold MH harmless from and against any loss, expense or damage occasioned by any claim, demand, suit or recovery against MH, arising out of any alleged use of the art work which violates or breaches a third party's property rights.
- 12) Neither party shall assign rights or obligations under this agreement.
- 13) Nothing herein shall be construed to create a joint venture between the parties, nor shall any similar relationship be deemed to exist between them.
- 14) This agreement shall be construed in accordance with the laws of Germany.

# HOPE IS MAYBE

- 15) The invalidity of a provision of this Contract shall not result in the invalidity of the entire Contract. The invalid provision shall be replaced by an agreement, which comes closest to the object of the Contract and the intention of the contracting partners.
  
- 16) This agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended or changed in any way except upon a written agreement signed by both parties.

----- Date

----- Artist's Signature

----- Date

----- Signature Michael Härteis