

**ART LENDING OF OTTAWA  
CONTRACT WITH THE ARTIST**

Artist # \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**BY and BETWEEN**

ART LENDING of OTTAWA (hereinafter called "ALO")

**AND**

NAME \_\_\_\_\_ (hereinafter called "the Artist")

ADDRESS \_\_\_\_\_ POST CODE \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE: HOME \_\_\_\_\_ CELL \_\_\_\_\_ OTHER \_\_\_\_\_

ARTIST'S MEDIA \_\_\_\_\_

WHEREAS, as a service to the community, ALO wishes to promote original art and assist artists, and to this end has established an art lending service,

AND WHEREAS the Artist has agreed with these objectives,

NOW THEREFORE, ALO and the Artist agree as follows:

1. The Artist authorizes and employs ALO to act as his/her agent for the purposes herein set forth and any contract entered into by ALO to lease to a third party any Artist's Article shall be deemed a contract between the Artist and the third party. The Artist's contract with ALO is non-transferable.
2. The Artist agrees to pay an annual membership fee, by the first of September, each year. The amount of this membership fee may change from time to time, prior to the start of a new year (September – August), at the discretion of the Executive.
3. The Artist agrees to complete an ALO Article Card for each work of art delivered to ALO by the Artist. The Article Card will describe the article, identify the price or value fixed by the Artist, indicating thereon whether the article may be leased or leased and sold, the selling price being that assigned by the Artist. When the article may be only leased, the value shown on the card represents the Artist's determination thereof. A separate card is to be used for each article. All articles must be marked for lease.
4. It is intended that ALO shall display the articles at ALO's place of business, as determined by the Executive, for 1 day during 4 to 9 events each year, and at such other locations designated by ALO for the purpose of special shows. It is understood and agreed that the Artist shall have the right to withdraw any or all Article Cards, provided that such articles have not been leased, in which case the Artist may not receive back the article (and card) until the expiration of the lease term.
5. It is understood and agreed that ALO will deal with all sales and leases, make such necessary collections, keep accurate records of all transactions and account for same at regular intervals. ALO will act with due diligence in the collection of overdue accounts. Payments to Artists will be made monthly for sales and quarterly for rentals.
6. The Artist covenants and agrees to pay ALO a commission, as set by the Executive, for the total amounts of lease revenues and for each article sold. The Artist understands that if any article is leased to a customer before it is sold to that customer, the customer's prepaid lease amount up to and including 6 months, will be deducted from the purchase price paid to the Artist. If the purchaser uses a credit card, the credit card charge will be deducted from the amount paid to the Artist.
7. If an article seen on the ALO web-site or at an ALO show, is then sold privately, the Artist agrees to pay, to ALO, the standard commission.
8. On the morning of an event, the Artist at his/her sole expense and care, will deliver to ALO's place of business, the articles to be displayed and the corresponding Article Cards, and at his/her sole responsibility shall retrieve, at the conclusion of the event, those articles not rented or sold. Neither ALO nor the place of business will be responsible for articles not retrieved by the Artist.
9. Artists will adhere to ALO's Hanging & Framing Criteria (see over), and will hang articles, with the accompanying Article Cards, between the hours of 8:00 and 9:30am on the morning of an event, and will remove the articles between the hours of 5:00 and 6:00pm. No articles may be removed prior to 5:00pm. Artists will adhere to hanging and removal times established for other locations designated by ALO for special shows.
10. ALO operates events with volunteer Artist and non-Artist persons. All Artists, as an obligation under this Agreement, agree to contribute a specified number of volunteer hours during events, as well as participate in committee work.
11. It is expressly understood and agreed by the parties that ALO accepts no responsibility or liability of any kind for the fine art work (including, but without limited to original paintings, original sculptures, original sketches, original prints and limited edition photographs), herein called "the articles", given into its possession and control or leased by ALO to any person as set out herein. While ALO will use its best efforts to ensure the safety and condition of the articles, such exemption from legal liability will include any act or omission that ordinarily would give rise to any tort. The Artist covenants and agrees to save harmless from legal liability any persons who may be considered to have been involved in the leasing of the article, and who in any way may be associated with ALO. The Artist acknowledges that there is an element of risk to his/her property involved in this endeavour but, notwithstanding such risk, consents to the implementation of ALO's objectives
12. It is understood that ALO may photograph any of the articles displayed at an ALO event, and may access all images in ALO's computer files or posted on an ALO Artist's Gallery Page, for the sole purpose of publicity or as part of applications regarding venues or grants. In each case, the Artist will be identified by name, if at all practical (exception: some group photos).
13. It is understood and agreed that this Agreement may be terminated by either party by giving the other, one (1) month's notice in writing to the President, subject to such lease contracts as may be then outstanding. No refunds of annual membership fees will be made on termination.
14. The Artist acknowledges having read, understood and accepted the terms of this Agreement.
15. It is understood and agreed that this Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have duly signed:

ARTIST \_\_\_\_\_

ART LENDING of OTTAWA \_\_\_\_\_