***This is not a legal document.*** *The official version of this agreement is drawn up in French. The following is a courtesy translation provided for informational purposes only. In the event of incompatibility between the French version and its English translation, the French version shall prevail. The original French version of this document can be accessed here:* [*https://www.cqam.org/wp-content/uploads/2019/01/contrat-type-exposition.pdf*](https://www.cqam.org/wp-content/uploads/2019/01/contrat-type-exposition.pdf)

**EXHIBITION CONTRACT**

**Names of the Parties**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
GST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PST no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Artist”**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (cont’d.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly represented by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Hereinafter referred to as the “Distributor”**

**The Artist and Distributor are hereinafter referred to collectively as the “Parties.”**

**1 Purpose of contract**

The Artist and the Distributor agree to the following terms governing the exhibition of the work (hereinafter, referred to as the “Artwork”) created by the Artist.

**2 Artwork
2.1** Title:

**2.2** Description:

**2.3** The Artist guarantees that they are the Artwork’s sole creator. If this is not the case, then the name(s) of the co-creator(s) is/are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2.4** The Artist guarantees that they hold all copyright in the Artwork.

**2.5** The Artist guarantees that the Artwork will be fully operational and ready for exhibition when delivered to the Distributor.

**3 Copyright
3.1** Licence to use Artwork:

(\_\_) All rights reserved
(\_\_) Creative Commons By-SA-ND 3.0 Canada

(\_\_) Creative Commons By-SA 3.0 Canada

(\_\_) Creative Commons By 3.0 Canada
(\_\_) Public domain

**3.2** The Artist grants the Distributor a non-exclusive non-transferable licence to exhibit the Artwork at (location)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the following period of time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3.3** The Artist grants the Distributor non-exclusive non-transferable reproduction rights to reproduce the Artwork for archival and documentation purposes. The Distributor has no other rights of use regarding these reproductions and grants the Artist the right to use these reproductions for the following purposes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3.4** The Artist grants the Distributor non-exclusive non-transferable reproduction rights to reproduce the Artwork in the following media for the purpose of promoting the exhibition.

(\_\_) Magazine (\_\_\_\_\_\_ copies)
(\_\_) Newspaper (\_\_\_\_\_\_ copies)
(\_\_) Invitation (\_\_\_\_\_\_ copies)
(\_\_) Poster/notice (\_\_\_\_\_\_ copies)
(\_\_) Other media: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_ copies)

**3.5** The Artist grants the Distributor a non-exclusive non-transferable public communication licence to publish information about the Artwork on their website for the purpose of promoting the exhibition, for the following period:

(\_\_) Until the end of the exhibition period referred to in this section.
(\_\_) Until the following date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
(\_\_) For a period of one year, automatically renewable on a yearly basis thereafter, until the Artist provides the Distributor with a written notice to the effect that they will withdraw their permission at the end of the current calendar year.

**3.6** Place a checkmark if applicable:
(\_\_) The Distributor shall inform visitors, by way of a prominent notice, that it is prohibited to photograph, record or film the Artwork.

**4 Moral rights: Artist’s name**

The Distributor will include the Artist’s name (preceded by the copyright symbol ©) as well as the title of the Artwork:

* In association with the exhibition
* In association with each reproduction authorized to be used for promotional purposes
* On the Distributor’s website or any other authorized form of dissemination

**5 Moral rights: integrity of the work**

**5.1** The Distributor may not modify the Artwork in any regard whatsoever (sound, lighting or any other aspect) without the Artist’s express permission. The Artist can no longer answer for an Artwork whose integrity has been modified without their consent.

**5.2** At all times during the exhibition opening hours, the Distributor shall be responsible for ensuring that the Artwork operates as intended according to the technical sheet provided by the Artist (see **Appendix 1**). Should a technical component of the Artwork cease to function or should any other aspect to the Artwork or the exhibition context be lacking, the Distributor must inform the Artist as soon as possible.

**5.3** The Artist shall approve the communication and promotional tools used to publicize the Artwork prior to publication:

(\_\_) Graphic mock-ups of promotional materials

(\_\_) Texts about the exhibition
(\_\_) Video

The Artist shall provide their approval promptly and may only withhold their approval if they have substantial grounds to do so.

**6 Promotion**

The Distributor agrees to promote the exhibition and the Artist agrees to cooperate with all promotional efforts.

**7 Compensation**

The Distributor agrees to pay the Artist the following amounts:

(\_\_) Exhibition rights: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) Reproduction rights: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(\_\_) Online publication rights: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_) Assembly and dismantling fees: \_\_\_\_\_\_\_\_\_\_\_
(\_\_) Various honoraria (specify: \_\_\_\_\_\_\_\_\_\_\_\_\_): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Payment schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest will be charged at a monthly rate of \_\_\_\_\_\_\_\_\_% for any non-payment.

**8 Permissions
8.1** In the event that any individuals should be identifiable in the Artwork, the Parties agree to take the following means to secure the appropriate releases from said individuals: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**8.2** As required, the Distributor shall be responsible for securing permission from the police or from municipal authorities prior to disseminating the work.

**9 Insurance
9.1** The Distributor shall take out liability insurance to cover all risks related to exhibiting the Artwork.
**9.2** The Parties shall agree on the Artwork’s replacement value as $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**9.3** Insurance for the Artwork during transportation is at the Artist’s discretion and shall be covered by the Artist.

**10 Maintenance and conservation
10.1** The Distributor shall assume safekeeping and conservation of the Artwork throughout the contract period.

**10.2** The Artist shall provide the Distributor with a technical sheet specifying how the Artwork is to be conserved along with any required technical or IT specifications (see **Appendix 1**).

**11 Assembly and dismantlement**

**11.1** The Artwork will be assembled and installed on the following date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**11.2** The Artwork will be dismantled on the following date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**11.3** Assembly and dismantlement costs shall be assumed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**11.4** The Distributor shall provide the following personnel and tools for assembly and dismantlement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**12 Opening event (vernissage) and exhibition
12.1** The opening event (vernissage) will be held on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_.

**12.2** The Distributor agrees to put the Artist in contact with any potential buyer of the Artwork.

**13 Conflict resolution**

**13.1** The Parties shall attempt, in good faith and using reasonable efforts, to amicably resolve all disputes arising from or in relation to the Contract.

**13.2** If the Parties are unable to resolve the dispute amicably, the matter shall be settled by arbitration, conducted by a single arbitrator, under the rules provided in the *Québec Code of Civil Procedure*.

**13.3** The Parties do not have to resort to arbitration to file a motion for an injunction, for proceedings that may be brought before the Small Claims Division, or to terminate the Contract.

**14 Contract termination**

**14.1** Should one of the Parties fail to comply with any one of the conditions set out in the Contract, the other Party may terminate the Contract on those grounds alone.

**14.2** The Party who wishes to terminate the Contract must first send the other Party written notice requiring the breach of Contract be remedied within a reasonable period of time.

**14.3** If the breach is not remedied by the end of said period, the Party who sent the first notice must send a second written notice stating that the Contract is terminated.

**14.4** The Contract will be terminated in the event of force majeure beyond the control of the Parties.

**15 Applicable law and judicial district**

This contract shall be governed by the laws in force in Québec. In the event of a dispute, the Parties agree to elect domicile in the judicial district of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Signed in two copies in** (city) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **on** (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[signature] **Technician** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] **Artist** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_