

Contract for Artistic Residency and Artwork Exchange



www.aurumaltea.com - 657317005 - aurumaltea@aurumaltea.com - Camí de l'Algar, 14, 03590 Altea, Alicante

Introduction

This agreement is made between Inta Vanaga, owner of Aurum Altea Art Gallery & Studio (hereinafter "Gallery"), and [Artist's Name] (hereinafter "Artist"), to establish the terms and conditions for the Artist's participation in the artistic residency program in exchange for an artwork.

Terms and Conditions

Purpose of the Agreement

The Gallery will provide the Artist with access to studio space and publicity in exchange for one of the Artist's artworks, which will be exhibited and become part of the Gallery's permanent collection.

Residency Period

- The Artist will work in the Gallery's studio from [start date] to [end date].
- During the residency, the Artist will use the studio facilities and equipment to create new work aligned with the Gallery's themes: Mediterranean culture and esoteric/energetic themes.

Artwork Proposal and Approval

- Before the start of the residency, the Artist will submit a proposal for one artwork, including:
 - A photograph of an existing artwork that the Artist offers as a potential piece for exchange.
 - A description detailing the work's size, materials, and creation process.
 - The Gallery will review and approve this proposal. This work, or an equivalent work created during the residency, will be accepted as compensation for studio use.
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Quality of New Work and Delivery

- During the residency, the Artist will create a new artwork that aligns with the Gallery's themes and meets the agreed quality standards.
 - The new work must be equivalent in quality, size, and material to the proposed artwork submitted before the residency.
 - Upon delivery of the new artwork, both parties will sign a handover acceptance act, confirming that the work has been submitted to the Gallery.
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Failure to Submit Artwork or Quality Standards

- If the Artist does not submit a new artwork by the end of the Residency, or if the submitted artwork does not match the quality or thematic equivalence of the proposed piece, the Gallery reserves the right to charge up to €350 for each week spent in the studio.
 - Payment must be provided within two weeks after the residency ends.
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Artist's Responsibilities

- Care of Studio Space and Materials: The Artist agrees to treat the studio space, equipment, and materials responsibly and with care. Any damage to the property or equipment, resulting from improper use, will be the financial responsibility of the Artist.
 - Compliance with Ethical and Social Norms: The Artist is expected to uphold a respectful and professional environment while working in the Gallery's studio. This includes:
 - Adhering to standard health and safety guidelines.
 - Respecting the privacy and work of other artists, should there be any shared use of space.
 - Maintaining an ethical and respectful demeanor toward the Gallery staff and any collaborators.
 - Refraining from using materials, language, or behavior that could be considered offensive or inappropriate in a professional setting.
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Personal Responsibility

The Gallery is not liable for any personal property or artworks brought into the studio by the Artist. The Artist is responsible for ensuring that their belongings are adequately protected or insured against loss or damage during their time in the residency.

Confidentiality

The Artist agrees not to disclose any confidential or proprietary information regarding the Gallery's operations, marketing strategies, sales figures, or any private business dealings without the prior written consent of the Gallery. This obligation of confidentiality extends beyond the termination or completion of the residency.

Studio Access

The Artist will have guaranteed access to the studio during the Gallery's working hours, which are from Tuesday to Saturday: 10:00 AM - 2:00 PM and 5:00 PM - 8:00 PM. Any additional access outside of these hours must be agreed upon in advance with the Gallery.

Cancellation Rights

Either party may terminate this agreement by providing written notice at least 30 days before the start of the residency. If cancellation occurs less than 30 days prior to the residency, the Artist may be liable for any costs incurred by the Gallery in preparation for the Artist's participation in the program, including but not limited to studio preparations and promotional activities.

Publicity and Copyright

- The Gallery will provide the Artist with publicity by exhibiting the artwork and promoting the Artist through the Gallery's website and social media channels.
- The Artist grants the Gallery the rights to use the submitted artwork for promotional purposes, while retaining full copyright ownership of the work.

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Dispute Resolution

In the event of a disagreement regarding the quality or equivalence of the new artwork compared to the proposed work, both parties agree to consult independent art experts or curators for an objective evaluation.

Amendments and Termination

- Amendments to this agreement can only be made with the written consent of both parties.
 - The agreement may be terminated if the Artist fails to meet the obligations outlined, including failure to deliver an artwork of the agreed-upon quality, or failure to respect the studio's space and ethical standards.
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Gallery:
Inta Vanaga

Aurum Altea Art Gallery & Studio

Signature: _____

Date: _____

Artist:

Signature: _____

Date: _____