

Exhibition Terms and Conditions

Creative Nature

20.11.2022 > 12.02.2023

In the Grande Halle of the Anciens Abattoirs site in Mons

Recitals:

BeCraft is a non-profit organization whose registered purpose is the promotion of contemporary applied arts, and particularly those of artists in Wallonia and Brussels, such that they may achieve greater recognition and enjoy improved working conditions.

By virtue of the contract between BeCraft and the Mons Town Council, the organization must hold one major exposition each year in the *Grande Halle* of the *Anciens Abattoirs de Mons* site. This site, which was fully renovated in 2006, is dedicated to promoting the arts. It is there that the offices and gallery of BeCraft are located, in the building known as “the stable”.

The Michelangelo Foundation and BeCraft have many common goals, including the fundamental one of ensuring that craft skills are sustained by the passing on of know-how, and raising the general public’s awareness of the existence of contemporary applied arts.

BeCraft was in 2019 designated a member of the Cultural Committee of the MFO for a 3 year mandate. In 2020, the various institutions collaborated in an event held in the gallery of BeCraft. Entitled *Insight*, it showcased the masters of Belgian arts and crafts in parallel to the first edition of *Homo Faber*, and promoted the on-line version of the *Homo Faber Guide*.

Next of Europe in 2022, an exhibition held in Venice as part of *Homo Faber*, presented a selection of European artists by its curator Jean Blanchaert. With the agreement and the support of MFO, BeCraft has commissioned Jean Blanchaert to bring together the artists shown in this event and the artists who are members of BeCraft, in a new exhibition entitled *Creative Nature*.

The Artist has designed a piece representative of their work, and has accepted BeCraft’s invitation to present their creations at the *Creative Nature* exhibition.

ARTICLE 1: Definitions

For the purpose of these exhibition terms and conditions, we will use the term “Creation” to cover any form of visual art, both 2D or 3D, produced by the Artist who accepts it being exhibited as part of the Creative Nature exhibition to take place from 20 November 2022 to 12 February 2023 in the *Grande Hall* of the *Anciens Abattoirs Site* in Mons.

The Creation subject of the exhibition rights described in this agreement will be encoded and communicated to BeCraft by the artist, using the on-line form available from www.becraftcall.org.

The information provided in this form will offer an accurate description of the works: this will include the materials, dimensions, title (if any), total number of pieces and their insured value and selling price.

ARTICLE 2: Scope and Purpose:

2.1. The purpose of these terms and conditions is to set down the rights and obligations of the parties, the artist and BeCraft, with regard to the showing of the creations of the Artist at the *Creative Nature* exhibition.

2.2. In the scope of the exhibition defined below, and for the sole purposes of this exhibition, the Artist will provide, on loan to BeCraft, the Creation(s), a list of which is encoded using the on-line form: www.becraftcall.org.

2.3. The Artist authorizes BeCraft to publicly exhibit their work as part of the exhibition entitled: *Creative Nature*

Place where the Creation(s) are to be exhibited: *Grande Hall* of the *Anciens Abattoirs site* in Mons

Period during which the Creation(s) are to be exhibited and for which the temporary suspension of rights is accorded: from 20 November 2022 to 12 February 2023

2.4 The Artist is responsible for producing the works exhibited.

2.5 Type of exhibition: Collective exhibition of work by around fifty artists.

2.6 The parties may not prolong or shorten the exhibition period without a joint written agreement. The agreement must specify any changes to the remuneration due to the Artist.

2.7. The Artist grants to BeCraft a non-exclusive and non-transferable licence to exhibit, reproduce and publicly present the Creation, by any physical or digital means, under the terms and for the duration set out in this agreement.

2.8. This agreement does not transfer the material or intellectual ownership of the Creation.

2.9. The Artist authorizes BeCraft to reproduce and communicate to the public, a representation of their Work for the purpose of announcing and promoting the exhibition.

ARTICLE 3: Artist's Obligations

3.1. The Artist undertakes to provide to BeCraft, at the dates and in the places agreed in these terms and conditions of exhibition, the Creation(s) intended for the exhibition, and selected by mutual agreement between the Artist and BeCraft.

3.2. A receipt shall be signed by BeCraft on delivery of the Creation(s) to the agreed places where they are to be exhibited. If delivery is made by a carrier, BeCraft will inform the artist by e-mail of its safe delivery.

3.3. The Artist will make an inventory of the Creation prior to the issue of a signed receipt by BeCraft, such that the condition of the Creation previous to its being exhibited is recorded. If necessary, a photograph of the Creation may be attached with the receipt.

If no formal observations are made, it is presumed that the Creation has been returned in the same condition as when it was provided.

3.4. The Artist will pay the amount of the movable property tax due in relation to revenue from copyrights resulting from this agreement. The Artist undertakes to declare their earnings from movable property resulting from the transfer/concession of copyright, even when this revenue has been retained from the movable property tax.

ARTICLE 4: Obligations of BeCraft

4.1. BeCraft undertakes to exhibit the complete Creation of the Artist, at its expense, and with due care and diligence at the physical exhibition venue.

4.2. BeCraft undertakes to promote the Artist's Creation, at its expense, and with due care and diligence, both at the physical exhibition venue, and by means of its physical and virtual communications, with no modification nor alteration of the Creation, unless the Artist has given their consent to such modifications.

ARTICLE 5: Moral Rights

BeCraft undertakes to respect the moral rights of the Artist regarding the Creation.

Therefore:

a) During the exhibition, BeCraft will indicate the name of the Artist in relation to their Creation(s).

b) BeCraft will identify in a legible manner, all reproductions of the Creation. This identification will at least include the Artist's name, and if possible, the title and year of creation of the work. This identification will be shown in the immediate vicinity of the reproduction, or in a table of illustrations referring to the page number and if necessary, the location of the reproduction;

c) BeCraft undertakes to state on its website that the Creation(s) shown there are copyright-protected and that any reproduction of them is strictly forbidden.

BeCraft will however reject any responsibility for any fraudulent breach of copyright (hacking) for the Creation(s) reproduced on its website.

d) In all cases, BeCraft undertakes to reproduce the Creation(s) in their integrity and without deformation, unless the Artist has given their written agreement to reproduction that is not compliant with this standard.

e) If a Creation has been reproduced in the form of a photograph taken by a person other than the Artist, BeCraft will state the name of the photographer specified by the Artist, in the legend of the reproduction of the work.

ARTICLE 6: Temporary suspension of exhibition rights

6.1 The Artist grants exclusively to BeCraft the temporary suspension of their right to exhibit the Creations described in the appendix to the exhibition contract. The parties agree that this exclusivity will only apply to the places and dates specified for the exhibition (article 2.3).

6.2. BeCraft may not transfer to a third party the temporary suspension of exhibition rights granted by the Artist.

ARTICLE 7: Temporary transfer of reproduction and media rights

7.1. The Artist authorizes BeCraft to reproduce the Creations for the purpose of promoting the exhibition, in the following form(s):

- printed media (poster, brochure, programme, catalogue, magazine, press pack, etc.);
- digital media (newsletter, e-mail campaign, etc.);
- other media (digital or physical) promoting the exhibition;
- website

The Artist authorizes BeCraft to reproduce the Creations in order to compile, sell and distribute an exhibition catalogue . The transfer of reproduction rights with a view to compiling a catalogue of the exhibition includes the right to communicate it to the general public and to continue to distribute it after the exhibition.

7.2. The Artist authorizes BeCraft to reproduce the Creations for its archives, to keep these reproductions on its website and to allow them to be consulted for educational purposes at its premises for as long as BeCraft continues to operate, unless the Artist should express any opposition to this.

7.3. Apart from the cases mentioned in article 7.2, the transfer of reproduction rights granted by the Artist is non-exclusive, non-transferable and is applicable worldwide as regards the distribution of these reproductions.

7.4. Without prejudice to the application of articles 7.2 and 7.3, the transfer of reproduction rights is valid for a maximum period of 12 months from the end of the exhibition.

7.5 In addition, the Artist authorizes BeCraft to communicate information about the Creations to the public for promotional purposes.

7.6 This transfer of media rights is non-exclusive, non-transferable, applicable worldwide and for the period stipulated in article 7.4.

ARTICLE 8: Duration

Acceptance of these terms and conditions is valid for the entire duration of the exhibition, at the dates agreed between the parties.

The contract may only be terminated if one of the parties fails to fulfil its contractual obligations. The defaulting party will be notified by registered letter with 8-day's notice.

Should the Artist be unable to meet the planned deadlines for the exhibition, unless in cases of *force majeure*, BeCraft will not be obliged to pay them the taxes and fees mentioned in article 9. The Artist will in this case undertake to refund to BeCraft all expenses already incurred for organising the

exhibition within fifteen (15) days of a notice sent by BeCraft stating the compensation amount and accompanied by a formal statement of spending and amounts paid.

ARTICLE 9: Remuneration of the Artist

9.1. The Artist consents to the temporary transfer [of the Creation(s)] in exchange for the following remuneration:

- Presentation to the public of the Artist's work constitutes a showing (exhibition right)
Amount in Euros of the exhibition rights paid by BeCraft to the Artist: 185 Euros

9.2. BeCraft will make the payments according to the following schedule:

Date of payment: Between 21 November and 2 December 2022

Account number: to be indicated by the artist in the on-line form to be found at www.becraft.org

ARTICLE 10: Guarantees

10.1. The Artist guarantees to BeCraft that they are the legal owner of the exhibited Creation and that its source is legal. The Artist also certifies that they are the sole author, in accordance with book XXI of the Code of economic law.

10.2. The Artist certifies that they have not issued any sales mandates to a third party and that the Creation is not the subject of a transfer or purchase option.

10.3. The Artist will fulfil their obligations in terms of safety and compliance of the Creation.

The Artist will have sole responsibility for any compliance defects, hidden defects, flaws or safety issues regarding the Creation. The Artist will scrupulously abide by all its obligations regarding the safety of the Creations, notably by keeping a continuous watch on the risks that the Creation could present, and by notifying BeCraft immediately of any risks they are aware of.

10.4. BeCraft will also undertake to immediately communicate to the Artist any information regarding the safety and compliance of the Creations, which may be brought to its attention, notably by visitors.

ARTICLE 11: Promotion and opening ceremony

11.1. BeCraft undertakes to promote the exhibition at its own expense, according to its usual promotional programme, and to provide to the Artist at least one copy of all promotional media.

11.2 For promotional purposes, the Artist will provide BeCraft by 31 July at the latest, via the on-line form available at www.becraft.org:

- an up-to-date curriculum vitae
- a text describing their creative approach
- reproductions of the Creations with legend

11.3 BeCraft undertakes to hold an opening ceremony and guided tour for the press in order to promote the exhibition.

11.4. As the organization and practical details of the opening ceremony and guided tour for the press are BeCraft's responsibility, BeCraft undertakes to bear the cost of these events.

11.5 The travelling, accommodation and meal expenses incurred by the Artist to attend the opening ceremony and guided tour for the press will be payable by the Artist.

ARTICLE 12: Ownership and selling rights

12.1 It is expressly agreed that these terms and conditions do not include any transfer of title of the Creations to any party, and in particular to BeCraft.

Sales mandate for BeCraft:

BeCraft undertakes to sell the creations in the name of and on behalf of the Artist, and to send a monthly written statement of sales to the Artist.

BeCraft must make sure that the selling price has been paid and the payment received, before the Creation is handed over to the purchasers.

The Artist certifies to BeCraft that they are up-to-date with their social and/or fiscal obligations, especially regarding VAT.

BeCraft will receive a commission of 30% of the gross sales amount including VAT, on all sales made.

The Artist alone may set the selling price and BeCraft is bound to comply with it.

A statement of sales and net profit made during the exhibition will be issued by BeCraft at the end of the exhibition.

BeCraft accepts to provide the Artist with all the necessary information for checking the veracity of these sales, and the accuracy of the statements of sales issued by BeCraft.

BeCraft undertakes to invoice its commission by a separate invoice, no later than 30 working days after receiving the price of the sale of the Artist's Creation(s).

BeCraft will directly invoice all sales to the end customer on behalf of the Artist.

ARTICLE 13: Representation of individuals

If any individuals are represented, and are identifiable in the Creations, the Artist will provide BeCraft with copies of the written consent obtained from these individuals.

ARTICLE 14: Takeover and transport of the Creations

14.1. The Artist will make available the Creations intended for the exhibition at least 10 days before the planned opening date of the exhibition. The Artist will choose a carrier and inform BeCraft of the delivery date.

14.2. BeCraft will return the Creations to the Artist within 15 days after the end of the exhibition. It will choose a carrier and inform the artist of the delivery date.

14.3. The cost of transporting the Creations from the artist's studio to the exhibition venue is to be borne by the Artist. The return of the pieces by BeCraft is the responsibility of BeCraft, unless the artist takes care of this transport.

14.4. If the Artist takes care of the return transport, they will inform BeCraft of the date the pieces will be picked up. This must be within 7 days after the end of the exhibition.

ARTICLE 15: Installation

15.1. BeCraft will take care of installing the works. Should the Artist wish to be present during the installation process, or to install part or all the works themselves, BeCraft may not oppose this request.

15.2 The installation costs shall be borne by: BeCraft

15.3 Any travelling, accommodation and meal expenses incurred by the Artist to attend or carry out the installation of their works will be payable by the Artist.

15.4 The Creations may be moved subsequent to their installation, in which case the Artist will be informed in writing of this. Unless agreed otherwise, this will be for the duration of the exhibition.

ARTICLE 16: Protection and care

16.1 BeCraft is responsible for the safe-keeping and preservation of the Creations.

It undertakes to preserve and care for the Creations by following any instructions given by the Artist and written in the Appendix, and to protect them from any damage, other than that caused by normal wear.

16.2. If on delivery of the Creations, BeCraft should observe any damage to them, BeCraft will send without delay a detailed written statement of the condition of the Creations.

16.3. Once BeCraft has taken the works into its care, and until they are returned to the Artist, BeCraft undertakes:

- To take out insurance at its expense, covering the cost of the repair or restoration of the Creations in the event of breakage, deformation or alteration, unless this breakage, deformation or alteration is a direct result of the installation method expressly approved by the Artist, in which case BeCraft cannot be held liable;
- To take out insurance at its expense, covering the cost of replacing any Creations which have been totally or partially destroyed, lost or stolen;
- To pay the security costs for the safe-keeping of the works from the day of their arrival at the exhibition venue to the day they leave these premises.

ARTICLE 17: Insurance

17.1 The Artist undertakes to communicate to BeCraft the value of the works at the time of accepting these terms and conditions. This value must be indicated in the description of the works in the on-line form available at www.becraft.org.

17.2 Irrespective of the reproducibility of the creations, BeCraft undertakes to insure the works, either directly or indirectly (via a subsidizing authority for example), for a value that is equivalent to the underwritten value of the Creations, as stipulated in the Appendix. If a creation is reproducible however, the liability of BeCraft will be limited to the replacement value of the work.

17.3 To fulfil its undertakings regarding any possible damage to the creations, insurance will be taken out by Mons Town Council to cover any damage to the works exhibited (loss, theft, damage, etc.). This insurance will be valid for the period starting from the moment BeCraft takes over the works, and ending at the end of the exhibition.

17.4 The Artist will be responsible for outwards transport insurance, and BeCraft will be responsible for the return transport insurance.

ARTICLE 18: Liability

18.1. In the case where BeCraft, its employees or agents are held liable, material damage only shall be indemnified; no compensation shall be given for indirect damages, loss of potential earnings, or avoidable losses.

The compensation amount will be limited to the sum covered by the insurer.

18.2. BeCraft will be released from any liability in cases of acts of state or *force majeure*.

The following are considered as cases of *force majeure* or "acts of God": strikes, late delivery by suppliers, war, fire, natural disasters, in-house organisational issues (such as absences for sick-leave or machine breakdowns)

18.3. Delivery of the exhibited Creation will generally be arranged by the Artist. The liability of BeCraft is limited to its obligation to return the work after the exhibition.

ARTICLE 19: General contractual terms and conditions

19.1. The exhibition terms and conditions shall constitute the full agreement between the parties regarding the Artist's Creation in the context of the exhibition, together with the terms of provision of any professional services. They shall replace any previous agreements on the same subject.

19.2. The exhibition contract is entered into when the artist accepts the exhibition terms and conditions using the on-line form available at www.becraft.org.

19.4. Only those acts set down in these terms and conditions are authorized. Acts that have not been specified in these terms and conditions must be the subject of an agreement between the Artist and BeCraft before they are performed.

ARTICLE 20: Applicable law and competent court of jurisdiction

20.1 The applicable law is Belgian law, both for the interpretation and implementation of these terms and conditions.

20.2 Any disputes concerning the formulation, implementation and interpretation of these terms and conditions which cannot be settled out of court shall be referred to the exclusive jurisdiction of the judicial district of the Hainaut, Mons division.