

Welcome to Jo Anke Gallery.

Please carefully read the following document. We have developed the document with the intention to create a mutual working relationship between yourself and Jo Anke Gallery. We recommend that you please read every section as individual and separable from the rest.

These general terms apply to any artworks that will either be exhibited, marketed and sold through the gallery and the gallery's sales channels for as long as you and Jo Anke have a healthy professional relationship standing.

### **Sale of artwork (on-show, online and third party channels)**

When you submit your artworks, you hereby agree to our terms and appoint Jo Anke as an independent non-exclusive reseller with the right to exhibit your works, to promote the works on display and sell it through various channels. You also grant Jo Anke a worldwide, transferable, non-exclusive right and license to use, distribute and publicly display copies of the works via the gallery and online sales channels.

Jo Anke will be deemed the seller of any artworks that are purchased through the gallery and any of our sales channels, including online. Jo Anke will also be deemed the seller if the artworks are sold through your affiliations during the period of the exhibition. If works are sold through a third party source, the terms and conditions of the third party's trade terms will apply to the purchase in question.

### **Responsibility for artworks**

You acknowledge that you are solely responsible for all artworks submitted for an exhibition, online and any other third party channels. You agree that you are the creator and you are the sole and exclusive owner of all artworks submitted to the gallery.

### **Insurance and protection**

You agree to also take full responsibility to insure all your works from damage, loss or theft. You acknowledge Jo Anke will only insure to the total value of its insurance cover or commission rate.

## Payment

Jo Anke will only credit your account following a 30 day payment cycle and after the artwork(s) has been successfully delivered to the purchaser. We will inform you of any payment arrangement a customer has proposed.

For sales of works via third party affiliations, Jo Anke will only credit your account within a commercially reasonable time after it has received payment from the third party and the artwork(s) has been confirmed to have been successfully delivered to the purchaser.

You also acknowledge that your sole compensation will be in the form of Artist Revenue. This is the total sum after Jo Anke's commission is deducted and any other tax applicable. This is payable only upon the sale of an artwork via Jo Anke or any of our sales channels.

## Termination

Our terms of engagement will exist for as long as you and Jo Anke find mutual respect and work. You may cancel at any time by sending an email to [info@joanke.co.za](mailto:info@joanke.co.za) within 21 days – depending on the nature of the project.

On termination:

- You should promptly remove your artworks from the gallery within 14 days
- the gallery will inform you in writing of any unsold work within 14 days
- Outstanding debts between yourself and Jo Anke will be settled within 30 days
- Cancellation will also include any media, PR and marketing agreed on

Task	Responsibility
<b>Responsibility of artworks</b>	<ul style="list-style-type: none"><li>• The gallery will document all artworks consigned for an exhibition, online sales and 3<sup>rd</sup> party affiliates.</li><li>• Whenever artworks are involved in an exhibition, a schedule of artworks listing the work, its value and its condition will be sent to you for confirmation.</li><li>• You, the Artist, agree to keep an up-to-date record of your artwork inventory list as well as all works consigned for the show.</li></ul>

Task	Responsibility
<b>Pricing</b>	<ul style="list-style-type: none"> <li>The price of each artwork is given in the artwork caption provided.</li> </ul>
<b>Accounting</b>	<ul style="list-style-type: none"> <li>Jo Anke will send you a statement every time an artwork is purchased through any of our sales channels and the payment is reflecting on Jo Anke's account.</li> <li>A complete and final recon will also be sent to you at the end of the exhibition.</li> <li>A recon of the final artworks' inventory list will be sent to you in the event the relationship is terminated.</li> </ul>
<b>Loss or Damage</b>	<ul style="list-style-type: none"> <li>Each individual Artist must provide their own insurance for cover against loss and damage of artwork(s).</li> </ul>
<b>Commission</b>	<ul style="list-style-type: none"> <li>You acknowledge that Jo Anke will receive a finder's fee if a commissioned job is arranged through contacts established via the gallery and our sales network.</li> </ul>
<b>Marketing and Promotion</b> <i>We support mutual promotion of each other's interests in any media possible.</i>	<p>Jo Anke reserves the right to market artworks through the use of different media channels.</p> <ul style="list-style-type: none"> <li>The gallery may arrange to have the artworks photographed, with the purpose to publicize and sell art.</li> <li>You grant the gallery access to view, use, crop, resize, distribute and broadcast copies of your artworks in any form, medium or technology for the purpose of promoting the exhibition and business.</li> <li>We may, from time to time, use third party websites and other resources to promote your work and our business.</li> <li>You acknowledge that we will clearly identify your name and artwork caption in any communication related to your participation.</li> <li>You acknowledge that we may promote each other on our websites, social media, print, word of mouth, interviews and referrals. You and the gallery are free to strengthen the alliance in any communication means possible.</li> </ul>
<b>Copyright and Reproduction</b>	<p>The Artist reserves all copyrights to the reproduction of their artworks. Jo Anke may, from time to time, crop, resize and distribute copies of your artworks with the purpose to promote artworks and the gallery. In every such use, you will be acknowledged as the creator and copyright owner of the artwork.</p>
<b>Shipment, taxes and customs</b>	<ul style="list-style-type: none"> <li>All prices, commissions, fees and other amounts referred to in this document exclude VAT.</li> </ul>

Task	Responsibility
	<ul style="list-style-type: none"><li data-bbox="487 254 1552 331">• We are both responsible to comply with all obligations compulsory under applicable laws with respect to the collection and payment of taxes.</li><li data-bbox="487 352 1552 487">• Jo Anke reserves the right to withhold any taxes and bank charges as requested by South African laws. Artists will be expected to complete appropriate tax forms prior to any commissions being paid whenever required by law.</li></ul>

Please also visit [www.joanke.co.za](http://www.joanke.co.za) for our terms and conditions.