

17<sup>TH</sup> MAY 2017

**AGREEMENT between GALLERY ELENA SHCHUKINA & NIGEL O'NEILL**

1. GALLERY ELENA SHCHUKINA LTD (GES) wishes to enter into a business relationship to act as an agent for the sale of art created by THE ARTIST on the gallery's website, at its premises, 10 LEES PLACE, London W1K 6LL.

Once an order has been received for an item, GES will collect the works from the Artist on a date agreed by both parties.

This agreement shall come into force on the 17<sup>TH</sup> MAY 2017 and end 30<sup>TH</sup> DECEMBER 2017 unless terminated earlier or unless both parties (GES and THE ARTIST) wish to extend the agreement.

**2. Territory**

The Gallery agrees to sell the works of THE ARTIST within the agreed territory (UK, Europe, USA, Middle East and Asia)

**3. Sales**

We will issue our invoice to customers within 14 days of the date of sale. We will account to you for 50% of the proceeds of such purchase and re-sale excluding VAT.

We will sell your works at such prices as shall be agreed between us. We reserve the right to give selected customers a discount of up to 10%, any amount over this; we will seek your approval.

Gallery will determine the sales price of the works upon conference with THE ARTIST in advance.

If the Gallery wishes to sell any works after this period, they will still be entitled to commission figures agreed with THE ARTIST.

GES reserves the right to renegotiate the terms of the contract before the end of this agreement should there be a demand for more works, to extend the sale period.

# GALLERY ELENA SHCHUKINA

Please ensure that the prices referred to on your website and/or any of your advertising or other literature are the same as those prices at which we will be selling your work.

If there is any discrepancy in these prices, you will be liable and responsible for any loss between the price advertised by you and the price advertised and sold by us.

## RETURNED ARTWORK

If the artwork is returned within the statutory returns period THE ARTIST will not be paid.

The buyer is liable for the cost of returning the item to GES.

## Paintings

THE ARTIST has provided Gallery Elena Shchukina with a collection of works agreed with ES prior to representation.

THE ARTIST will provide the Gallery with a "Certificate of Authenticity" for each painting sold and the money received by the gallery. This certificate will be made and signed by the artist and sent by post or DHL (if urgent), to the Gallery.

THE ARTIST hereby warrants:

- a) That all works supplied to us are original and not a copy of any third party's work.
- b) That you are the owner of any painting supplied to us.
- c) That any works supplied by you to us is unencumbered in any way whatsoever.
- d) That you will not withdraw any painting accepted for representation without the consent of GES.

## Framing and Shipping

GES will not frame the works.

GES will insure all the paintings whilst on our premises and during the period of representation. GES will be responsible for the transport and insurance of your works whilst in the gallery and their return. We are responsible for returning the unsold work back to you on a date mutually agreed between us.

# GALLERY ELENA SHCHUKINA

## Media

THE ARTIST will allow us to use their name, agreed personal details, photographs and reproductions of her paintings in any medium for all publicity purposes relating to the sale of your works.

THE ARTIST will be responsible for supplying GES with high quality images for use in the catalogue. Please ensure that your work on the website is correctly titled and sized.

During the period of representation, THE ARTIST will send potential clients to [www.galleryelena-shchukina.com](http://www.galleryelena-shchukina.com) if they want to purchase any works featured in the stock they hold.

## Gifts

THE ARTIST will not make a gift of any painting sent to GES for the purpose of the website.

## Terms of the contract

Both parties may extend this contract, if at the end of the period in writing, 4<sup>TH</sup> APRIL 2017, providing and the Gallery are satisfied with the sales and partnership.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME] \_\_\_\_\_  
(as duly authorised signatory or and on behalf of GALLERY ELENA SHCHUKINA LIMITED)

Signed by [ARTIST] NIGEL O'NEILL .....  
(Date)