

Ouchi Gallery Contract

This is a legal contract between the exhibiting artist (from here on referred as “the artist”) and ZANK & MARS NY (from here on “the gallery”).

By signing this contract, the artist and the gallery hereby enter into the following Agreement:

1) Coordination and Promotion

- commitment fee ¥10000-

Payment Due:

The confirmation on full payment concludes the contract.

Payment Method:

Deposited to the bank account in Japan or US designated by ZANK & MARS LLC, or by money order. Any deposit fee, or the cost for the money order, is the artist’s responsibility.

Payment Return Policy:

- The gallery will not return the payment after the contract is concluded.
- The gallery will not return the payment if the art pieces for the exhibition do not arrive at the gallery by the date of the opening reception.

Payment Return Policy Exception:

If the art pieces do not arrive at the gallery for an unavoidable cause (i.e. terrorism, war, plane crash, hijack), the gallery will return the payment.

2) Services Included in the Promotion Fee (Services Before the Exhibition Period)

Promotion Prior to the Exhibition

- Design, creation, and printing of postcard flyers (500 postcards).
- * Please send the flyer materials such as pictures of art pieces and art information at least 3 month prior to the exhibition.
- Introduction of the artist's work, biography, and other info on the ZANK & MARS LLC (Ouchi Gallery) website.
- Advertisement of the exhibition in NY. (Promotion to newspapers, magazines, press release, email invitation to customers on the gallery's guest list.)

3) Services Included in the Coordination Fee (Services During the Exhibition Period)

Coordination During the Exhibition Period

- Management of the time table
- The operation cost for the bringing in and the display of the art pieces. (Only if the artist cannot come to the gallery)
- Management of appointments, phone calls and emails by customers
- Coordination of the opening reception
 - * Catering service
 - * 3 bottles each of red and white wine, tea, water
 - * Appetizer (i.e. crackers, cheese)
 - * A bartender/server

Sales of the Exhibited Art Pieces

- Management fee for the sales of the art pieces

After the End of the Exhibition

- The operation fee for the taking out of the art pieces
- The photo shoot of the exhibition and sending them to the artist via email (only if the artist cannot come to the exhibition)
- If the artist is sending art pieces from abroad, please read the "Dear Artists Who Are Sending Packages From Abroad" on the separate sheet.

4) During the Period of Exhibition

Bringing in the Art Pieces

- Please ensure that the art pieces arrive to the gallery at least 1 week prior to the exhibition.
- If the artist is carrying in the art pieces by him/herself to the gallery, please do so on the day before the exhibition. (Please ensure to bring everything needed for display as well, such as the frames and equipments.)
- If artists cannot come to gallery to place the art pieces, it will be supplied by gallery staff.

Opening Reception

- The opening reception is on Tuesday (7pm ~ 10pm).

Exhibition

- The open hours of the gallery is Tuesday ~ Sunday (12pm ~ 6pm).
- On Wednesday ~ Sunday every week, the gallery only accepts customers with an appointment.

Removal off the Art Pieces

- Removal of the art pieces from the gallery is operated between Sunday and Monday afternoon after the exhibition is over. (The bringing in for the next exhibition starts Monday afternoon.)

5) Sales of the Art Pieces

Gallery Commission

- 50% of the sold price of the art pieces becomes a commission fee for the gallery.

6) The Artist's Responsibility

Paid Advertisement

- If the artist wishes to promote the exhibition in a paid

advertisement, the cost will be the artist's responsibility. Usually, ad requests to magazines etc in NY require an appointment about 2 months prior to the publishing.

The shipment of the art pieces

- The gallery is not responsible for any shipment cost of the art pieces for the exhibition, including the cost of the return shipment of the pieces that were not sold.

Frames and Equipments

- The cost for the frames and equipments used for display is the artist's responsibility. (If the artists wishes the gallery to prepare frames and equipments, the artist is required to pay the cost of the materials priorly.)

Promotion in Another Country

- The gallery is not responsible for promotion of the exhibition in a country other than the US.

7) About the Shipment of the Art Pieces and Equipments

- The gallery is not responsible for any damage to the art pieces or equipments. The gallery is also not responsible for any damage or loss of the art pieces or equipments occurred during the shipment. For more information, please read the "Dear Artists Who Are Sending Packages From Abroad" on the separate sheet. The gallery encourages that the artist insures all articles for the shipment.

8) Joining the ZANK & MARS LLC Agency

- Sorry, but it is unable to join in zank and mars LLC in the case of group exhibition.

_____ (Artist name print/ sign)
_____ Date
_____ (Curator name and signature)

_____ Date