

Exhibitions

Manual and checklist

There are many aspects to an exhibition: presentation, production, transport, insurance, set-up and dismantling, remuneration, copyrights, etc. When artists display their work at an exhibition organisation, it is important that both parties make clear arrangements and establish these in a written agreement. In the case of misunderstandings or if a party does not respect the arrangements made, the agreement provides something to hold on to. Both the artist and the organisation can then refer to the agreement and point out to the other party his or her responsibility.

Negotiate as equal parties

The starting point is that the artist and the organisation need one another, and therefore negotiate the agreements as equal parties. Showing the work is important for both the organisation and the artist. Looking for negotiating tips and tricks? Click through to this tool.

Remuneration

It is important that artists are compensated when they perform work for an organisation. Like the staff of the organisation, the artist too is entitled to remuneration. If for example the artist works for a number of days on setting up the exhibition, he or she can ask for a wage. Subsidised organisations are also obliged by the government to remunerate their artists [in accordance with the CLA](#). Ideally, both a wage (or fee) and a production budget will be provided, and both forms of remuneration will be clearly separated. Sometimes the artist can also charge a fee for 'borrowing' his or her work: it is then on loan.

In addition, the artist can also request other remuneration from the organisation: compensation for material, travel and accommodation costs and copyrights (see copyright manual). It is also important to distinguish between wages and loaning an artwork. The development of hanging fees can provide an answer to this in the long term.

The agreement and the loan form

Use the model contracts or adapt them to your own agreement. In order to avoid misunderstandings in the event of damage to the artworks, it is advisable to describe the state of the artworks in a separate loan form and to provide guidelines on the assembly, storage, monitoring and maintenance of the artworks.

What arrangements need to be made and included in the agreement?

It is necessary that both parties discuss the possibilities and make clear agreements or negotiate. In this, remember to include the following:

Deadlines, the period and location of the exhibition and storage of the works

- ✓ Provide a clear schedule with deadlines from the start of the collaboration.
- ✓ In which space will the exhibition take place?
- ✓ When will the exhibition start and end?
- ✓ Which days/times can the exhibition be visited? Is permanent surveillance present?

How is the set-up and dismantling of the exhibition done?

- ✓ When and by whom will the exhibition be set up and taken down?
- ✓ Artists who help with the set-up and breakdown can request a fee from the organisation. They can be temporarily employed by the organisation for this, work via a social bureau for artists, or send the organisation an invoice if they are self-employed.

How is the transport and delivery of the artworks done?

Normally, the organiser/gallery takes care of the packaging and transport of the artworks. The organiser is therefore also liable for damage. If the artist handles the transport, he/she can charge a fee to the organisation. However, the artist is then liable for any damage. Make clear arrangements concerning when the works will be collected and returned.

Copyrights

When artists exhibit their works in the organisation, they grant the organisation permission to show their works to the public. The artist can charge a (copyright) royalty for this.

How is promotion of and publicity for the exhibition done?

- ✓ Normally, the organiser handles the promotion and publicity. As an artist, it is important that you know what type of promotion is being agreed. After all, it's your exhibition.

- ✓ The organiser can base himself on visual material of the artist. However, the artist cannot request royalties on the images of his/ her artwork used for the publicity material.
- ✓ Is there text material? Agree on whether the artist can supply material himself, what the deadlines are, and how the material will be inspected.
- ✓ Discuss whether the organisation is organising a vernissage, finissage or Q&A moments.
- ✓ Discuss whether the artist will be reimbursed for the services requested of him/her for promotion of the exhibition.

A possible publication of the exhibition

If the organisation issues a publication about the artist's work, both parties should discuss a number of matters in advance. What is the artist's contribution to the publication and is compensation foreseen for this? Is copyright fee paid to the artist for showing his or her visual material in the publication? As an artist it is important that you know what the publication will look like (after all, it's about you) and that you receive a number of free copies.

Safekeeping, surveillance, maintenance and insurance of the works of art

The organisation is responsible for the artworks. Therefore, clearly state in the agreement that it is responsible for its safekeeping, surveillance and maintenance. Agree on whether the organisation will take out insurance so that the artist will be reimbursed if the artworks are damaged or stolen. To take out such insurance, it is important that the artist provides the correct value of the artworks.

Work on commission

If the artist makes a work commissioned by the art organisation, he/she will receive a production budget. Clearly state in the agreement the level of production costs (actual expenses to make the work) the artist will receive. Because the artist invests time in the creation of the artwork, he/she may also ask for a wage. He/she can be temporarily employed by the organisation, work via a social bureau for artists, or invoice the organisation if they are self-employed.

Cancellation of the exhibition – rescission of the agreement

It may happen that the exhibition is cancelled. Clearly agree what happens if the exhibition is cancelled. Is damage compensation owed? What if force majeure is present? What do we consider to be force majeure? Try to map out all possible grounds for cancellation, and

determine for each how the organisation and the artist will deal with them. Will damage compensation be paid? What about costs already incurred, what if the artist does not receive a subsidy as a result of which he/she is unable to participate in the exhibition, or if the organisation is unable to insure the works...?

Artistic mandate and curatorial collaboration

Who decides what can ultimately be exhibited? What to do in the case of disagreement? What if the artist does not agree with the circumstances under which the work is exhibited? What if the organisation does not want to exhibit the work? As an artist, you should always retain the possibility to withdraw your work from the exhibition.