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OFTEN ARTISTS MAY BE RELUCTANT TO ENTER INTO A FORMAL CONTRACT. IN MANY CASES, THEY ARE NOT PROVIDED ONE. NOT TO DO SO MAY HOWEVER LEAD TO MISUNDERSTANDINGS OR LEGAL AND ADMINISTRATIVE PROBLEMS. IT IS NECESSARY TO UNDERSTAND HOW A RELATIONSHIP IS STRUCTURED TO KNOW WHAT TO EXPECT. THEREFORE, IT IS ESSENTIAL TO ALWAYS PUT ANY AGREEMENT IN WRITING. THIS WILL HELP BOTH PARTIES IN RECALLING THE AGREED TERMS IN CASE OF FUTURE ISSUES.

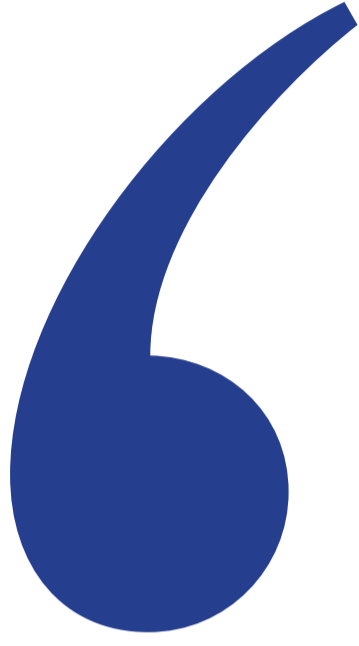
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THERE ARE SEVERAL BASIC TRANSACTIONS THAT ARTISTS REGULARLY ENCOUNTER. TO PROVIDE ARTISTS WITH AN IDEA OF WHAT TO PUT IN WRITING AND WHAT NOT TO MISS WHEN NEGOTIATING A CONTRACT, ARITA HAS COME UP WITH NON-EXHAUSTIVE CHECKLISTS FOR THE MOST COMMON AGREEMENTS.

Rights

THE GUIDANCE COMPILED IN THESE CHECKLISTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND PRIMARILY FROM A SWISS LAW PERSPECTIVE. AS SUCH, IT IS NOT A SUBSTITUTE FOR PROFESSIONAL LEGAL ADVICE. DEPENDING ON THE CIRCUMSTANCES (SUCH AS WHETHER THE ARTIST IS EMERGING OR ESTABLISHED), THE SUGGESTED POINTS IN THE CHECKLISTS MAY NOT BE APPROPRIATE, FEASIBLE, NECESSARY OR SUFFICIENT.

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*(TANGIBLE
ARTWORK)*

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GALLERY *REPRESENTATION* AGREEMENT

In

01

Rights

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GALLERY

REPRESENTATION

AGREEMENT

Art.

A GALLERY REPRESENTATION AGREEMENT *IS A CONTRACT THAT OUTLINES THE LEGAL OBLIGATIONS UNDERLYING THE RELATIONSHIP BETWEEN AN ARTIST AND A GALLERY REPRESENTING THE ARTIST.*

ATTENTION SHOULD BE PAID TO THE FOLLOWING POINTS:

Arts

- IDENTITY OF THE PARTIES:
 - FULL NAME OF EACH PARTY: INDIVIDUAL OR COMPANY NAME (IF THE GALLERY IS A LEGAL ENTITY, THE NAME OF THE PERSON REPRESENTING THE GALLERY SHOULD BE INCLUDED)
 - CONTACT DETAILS: ADDRESS, E-MAIL, PHONE NUMBER

The

- PURPOSE OF THE AGREEMENT:
 - BRIEF DESCRIPTION OF THE ARTIST AND THE ARTIST'S WORK
 - BRIEF DESCRIPTION OF THE GALLERY AND ITS BUSINESS
 - DESCRIPTION OF THE INTENDED RELATIONSHIP BETWEEN THE ARTIST AND THE GALLERY, I.E. THE AGENCY RELATIONSHIP, MEANING THAT THE GALLERY WILL ACT AS AN AGENT FOR THE ARTIST TO PROMOTE, EXHIBIT AND SELL ARTWORKS (NOTA BENE: THIS IS NOT THE SAME AS A CONSIGNMENT AGREEMENT WHERE THE CONSIGNEE GENERALLY ONLY SELLS THE ARTWORKS OF AN ARTIST)

In

- SPECIFICS ABOUT THE PROMOTIONAL WORK:
 - TYPE OF PROMOTION (E.G. INVITATION CARDS, PRESS RELEASE, EXHIBITION TEXT, ONLINE MARKETING, SOCIAL MEDIA, NEWSLETTER)
 - MINIMUM PROMOTION GUARANTEED
 - OBLIGATION OF THE ARTIST TO COLLABORATE (E.G. PROVIDE BIOGRAPHY, STATEMENT AND CAPTIONS FOR EACH ARTWORK, PROVIDE AVAILABLE IMAGES [NOTA BENE: THE PHOTOGRAPHER OF THE IMAGE SHOULD IN PRINCIPLE BE CREDITED], AUTHORIZE GALLERY TO USE ARTWORKS FOR PROMOTIONAL PURPOSES)
 - RIGHT OF THE ARTIST TO REFUSE CERTAIN PROMOTIONS (COPY)RIGHTS TO THE PROMOTIONAL MATERIALS
 - RIGHTS OF THE GALLERY TO USE THE ARTWORK OF THE ARTIST FOR PROMOTIONAL PURPOSES

Rights

- SPECIFICS ABOUT THE EXHIBITION(S) (IF ALREADY PLANNED; NOTA BENE: EACH EXHIBITION MAY ALSO BE COVERED BY A SEPARATE AGREEMENT):
 - TYPE(S):
 - GROUP, SOLO, ETC.
 - CONCEPT(S)
 - LOCATION(S):
 - GALLERY SPACE, (LOCAL OR INTERNATIONAL) ART FAIR BOOTH, ETC...
 - SCHEDULE (IF ALREADY PLANNED)
 - COLLABORATION WITH CURATOR(S) (IF ANY)
 - THE NUMBER AND/OR TYPE AND/OR SPACE OF EXHIBITION(S) GUARANTEED PER YEAR (OR WITHIN ANOTHER DEFINED TIME-FRAME)
 - EVENT(S) DURING THE EXHIBITION(S):
 - VERNISSAGE, FINISSAGE
 - ARTIST TALK OR WALKTHROUGH
 - COLLECTORS' DINNER WITH THE ARTIST PRESENT
 - EXHIBITION CATALOGUE (IF ANY):
 - RESPONSIBILITY TO PRODUCE AND PUBLISH
 - RIGHT OR OBLIGATION TO COLLABORATE
 - OWNERSHIP OF (COPY)RIGHTS
 - NUMBER OF CATALOGUES TO BE PRINTED
 - NUMBER OF CATALOGUES FOR ARTIST
 - THE RIGHT TO GIVE INPUT REGARDING AN EXHIBITION (IF ANY)

Association

- SPECIFICS ABOUT DELIVERY, CONSERVATION AND SALES OF THE ARTWORKS:
 - RESPONSIBILITY FOR ORGANIZING AND/OR COVERING THE COSTS OF:
 - PHOTOGRAPHY OF ARTWORK(S) FOR PROMOTIONAL, SALES AND/OR DOCUMENTATION PURPOSES
 - FRAMING (IF ANY)
 - PACKAGING
 - TRANSPORTATION TO AND FROM THE GALLERY (OR ANY

*OTHER EXHIBITION SPACE) (NOTA BENE: BEST PRACTICE IS FOR THE GALLERY TO ISSUE A “CONSIGNMENT NOTE” OR “RECEIPT” WHENEVER A WORK IS DELIVERED TO OR REMOVED FROM THEIR PREMISES; THIS DOCUMENT ACTS AS A RECORD OF LOCATION AND CONDITION OF WORK, AS WELL AS OF OWNERSHIP)
 TRANSPORTATION TO A BUYER
 HANGING AT THE EXHIBITION OR AT A BUYER’S PLACE
 INSURANCE AND TYPE (E.G.: ALL RISK WALL-TO-WALL COVERAGE)
 EVENTS (E.G. CATERING, SUPPORT STAFF, SECURITY, CLEANING ETC.)*

- ANY SPECIFIC CARE/CONSERVATION INSTRUCTIONS BY THE ARTIST*
- OBLIGATION OF THE GALLERY TO BE IN CHARGE OF THE SALES PROCESS*
- OBLIGATION OF THE ARTIST TO PROVIDE A CERTIFICATE OF AUTHENTICITY*
- SPECIFICS ABOUT REMUNERATION OF THE ARTIST AND THE GALLERY:
 - OBLIGATION TO AGREE ON THE SALE PRICE OF EACH ARTWORK (INCLUDING CURRENCY)*
 - COMMISSION (PERCENTAGE) ON SALE PRICE*
 - VALUE ADDED TAX (VAT) (IF ANY): ON TOP OF THE SALE PRICE OR INCLUDED IN THE SALE PRICE*
 - DISCOUNTS GRANTED (IF ANY) AND WHETHER THIS AFFECTS THE ARTIST’S COMMISSION OR ONLY THE GALLERY’S COMMISSION*
 - ANY ADDITIONAL EXPENSES COVERED SEPARATELY BY THE GALLERY (E.G.: PRODUCTION COSTS, IMPORT COSTS, ARTIST TRANSPORT OR HOTEL COSTS, ETC.)*
 - ACCOUNT DETAILS OF THE ARTIST*
- EXCLUSIVITY/NON EXCLUSIVITY OF THE GALLERY REPRESENTATION:
 - GEOGRAPHICAL RANGE*
 - OBLIGATION OF TO OBTAIN PRIOR PERMISSION FROM THE GALLERY FOR ANY THIRD-PARTY COLLABORATIONS*
 - IF NOT EXCLUSIVE, LENDING PERIOD FOR EXHIBITED ARTWORKS*
- OBLIGATION TO INFORM AND/OR COLLABORATE WITH THE ARTIST IN CASE OF LOSS/DAMAGE TO AN ARTWORK
- DURATION OF THE AGREEMENT
- RETURN OF THE WORKS UPON EXPIRY OF THE AGREEMENT (RESPONSIBILITY, SCHEDULE, TRANSPORT AND COSTS, PACKAGING, INSURANCE)
- CONFIDENTIALITY
- FORCE MAJEURE (A PROVISION THAT FREES BOTH PARTIES FROM AN OBLIGATION IF AN EXTRAORDINARY AND UNFORESEEABLE EVENT THAT CANNOT BE AVOIDED DESPITE OF UTMOST CARE – E.G. NATURAL DISASTERS, PANDEMIC, WAR – DIRECTLY PREVENTS ONE OR BOTH PARTIES FROM PERFORMING)
- GOVERNING LAW (E.G. SWISS LAW) AND JURISDICTION/COMPETENT COURT (E.G. COURTS OF THE CANTON OF ZURICH IF AT LEAST ONE OF THE PARTIES IS DOMICILED IN ZURICH) (SUGGESTION: REQUIRE PRIOR MEDIATION BETWEEN THE PARTIES)
- DATE OF ENTRY INTO FORCE OF THE AGREEMENT
- NUMBER OF ORIGINAL COPIES OF THE AGREEMENT
- SIGNATURE BY EACH PARTY OF THE AGREEMENT (*NOTA BENE*: WHERE THE GALLERY IS A LEGAL ENTITY, THE PERSON ENTERING THE AGREEMENT AND SIGNING IT MUST BE AUTHORIZED TO DO SO ON BEHALF OF THE GALLERY)

Arts

The

EXHIBITION AGREEMENT

In

02

Rights

Association

AN EXHIBITION AGREEMENT *IS A CONTRACT THAT OUTLINES THE LEGAL OBLIGATIONS UNDERLYING THE RELATIONSHIP BETWEEN AN ARTIST AND AN EXHIBITOR (E.G. GALLERY/ INSTITUTION/OTHER SPACE) THAT EXHIBITS THE ARTWORK OF THE ARTIST FOR FREE OR AGAINST COMPENSATION.* ATTENTION SHOULD BE PAID TO THE FOLLOWING POINTS:

Art.

Arts

- IDENTITY OF THE PARTIES:
 - FULL NAME OF EACH PARTY: INDIVIDUAL OR COMPANY NAME (IF THE EXHIBITOR IS A LEGAL ENTITY, THE NAME OF THE PERSON REPRESENTING THE EXHIBITOR SHOULD BE INCLUDED)
 - CONTACT DETAILS: ADDRESS, E-MAIL, PHONE NUMBER

The

- PURPOSE OF THE AGREEMENT:
 - BRIEF DESCRIPTION OF THE ARTIST AND THE ARTIST'S WORK
 - BRIEF DESCRIPTION OF THE EXHIBITOR AND ITS BUSINESS
 - DESCRIPTION OF THE INTENDED RELATIONSHIP BETWEEN THE ARTIST AND THE EXHIBITOR, I.E. THE EXHIBITION RELATIONSHIP, MEANING THAT THE ARTIST WILL CONSIGN ARTWORKS TO THE EXHIBITOR FOR A SPECIFIC EXHIBITION (INCLUDING MAIN CONCEPT, VENUE, DATES AND EVENTS)

In

- SPECIFICS ABOUT THE EXHIBITION:
 - TYPE:
 - GROUP, SOLO, ETC...
 - TITLE OR WORKING TITLE (IF ANY)
 - CONCEPT (IF ANY)
 - LOCATION
 - SCHEDULE (IF ALREADY PLANNED)
 - COLLABORATION WITH CURATOR(S) (IF ANY)
 - EVENT(S) DURING THE EXHIBITION:
 - VERNISSAGE, FINISSAGE
 - ARTIST TALK OR WALKTHROUGH
 - COLLECTORS' DINNER WITH THE ARTIST PRESENT
 - EXHIBITION CATALOGUE (IF ANY):
 - RESPONSIBILITY TO PRODUCE AND PUBLISH VERNISSAGE,
 - RIGHT OR OBLIGATION TO COLLABORATE
 - OWNERSHIP OF (COPY) RIGHTS
 - NUMBER OF CATALOGUES TO BE PRINTED
 - NUMBER OF CATALOGUES FOR ARTIST
 - THE RIGHT TO GIVE INPUT REGARDING THE EXHIBITION (IF ANY)

Rights

- SPECIFICS ABOUT THE PROMOTION OF THE EXHIBITION:
 - RESPONSIBILITY FOR ORGANIZING AND/OR COVERING THE COSTS OF THE PROMOTION
 - TYPE OF PROMOTION (E.G. INVITATION CARDS, PRESS RELEASE, EXHIBITION TEXT, ONLINE MARKETING, SOCIAL MEDIA, NEWSLETTER)
 - MINIMUM PROMOTION GUARANTEED
 - OBLIGATION OF THE ARTIST TO COLLABORATE (E.G. PROVIDE BIOGRAPHY, STATEMENT AND CAPTIONS FOR EACH ARTWORK, PROVIDE AVAILABLE IMAGES [NOTA BENE: THE PHOTOGRAPHER OF THE IMAGE SHOULD IN PRINCIPLE BE CREDITED], AUTHORIZE EXHIBITOR TO USE ARTWORKS FOR PROMOTIONAL PURPOSES)
 - RIGHT OF THE ARTIST TO REFUSE CERTAIN PROMOTIONS (COPY) RIGHTS TO THE PROMOTIONAL MATERIALS
 - RIGHTS OF THE EXHIBITOR TO USE THE ARTWORK OF THE ARTIST FOR PROMOTIONAL PURPOSES
 - IN CASE OF EXHIBITION SPONSORSHIP: RIGHT OF THE ARTIST TO BE CONSULTED ON (AND REFUSE) THE CHOICE OF ANY SPONSORS (E.G. ON ETHICAL GROUNDS)

Association

- SPECIFICS ABOUT DELIVERY, CONSERVATION AND SALES OF THE ARTWORKS:
 - RESPONSIBILITY FOR ORGANIZING AND/OR COVERING THE COSTS OF:
 - PHOTOGRAPHY OF ARTWORK(S) FOR PROMOTIONAL, SALES AND/OR DOCUMENTATION PURPOSES
 - FRAMING (IF ANY)
 - PACKAGING
 - TRANSPORTATION TO AND FROM THE EXHIBITION LOCATION (NOTA BENE: BEST PRACTICE IS FOR THE EXHI-

- BITOR TO ISSUE A “CONSIGNMENT NOTE” OR “RECEIPT” WHENEVER A WORK IS DELIVERED TO OR REMOVED FROM THEIR PREMISES; THIS DOCUMENT ACTS AS A RECORD OF LOCATION AND CONDITION OF WORK, AS WELL AS OF OWNERSHIP)
 - INSTALLATION AT THE EXHIBITION AND DISMANTLING
 - TRANSPORTATION TO AND/OR HANGING AT A BUYER’S PLACE
 - INSURANCE AND TYPE (E.G.: ALL RISK WALL-TO-WALL COVERAGE)
 - EVENTS (E.G. CATERING, SUPPORT STAFF, SECURITY, CLEANING ETC.)
- ANY SPECIFIC CARE/CONSERVATION INSTRUCTIONS BY THE ARTIST
- OBLIGATION OF THE EXHIBITOR TO BE IN CHARGE OF THE SALES PROCESS
- OBLIGATION OF THE ARTIST TO PROVIDE A CERTIFICATE OF AUTHENTICITY
- SPECIFICS ABOUT THE ARTWORK(S) SELECTED FOR THE EXHIBITION:
 - LIST OF ARTWORK(S) TO BE FEATURED IN THE EXHIBITION; IF NOT YET DETERMINED, DEFINE HOW ARTWORKS WILL BE SELECTED
 - LENDING PERIOD FOR THE ARTWORK(S) AFTER THE EXHIBITION (IF ANY) AND STORAGE LOCATION
- OBLIGATION TO INFORM AND/OR COLLABORATE WITH THE ARTIST IN CASE OF LOSS/DAMAGE TO AN ARTWORK
- SPECIFICS ABOUT REMUNERATION OF THE ARTIST AND THE EXHIBITOR:
 - OBLIGATION TO AGREE ON THE SALE PRICE OF EACH ARTWORK (INCLUDING CURRENCY)
 - COMMISSION (PERCENTAGE) ON SALE PRICE (OR OTHER FEE STRUCTURE); IF THERE IS NONE DUE, THIS SHOULD BE CLEARLY STATED
 - VALUE ADDED TAX (VAT) (IF ANY): ON TOP OF THE SALE PRICE OR INCLUDED IN THE SALE PRICE
 - DISCOUNTS GRANTED (IF ANY) AND WHETHER THIS AFFECTS THE ARTIST’S COMMISSION OR ONLY THE EXHIBITOR’S COMMISSION
 - ANY ADDITIONAL EXPENSES COVERED SEPARATELY BY THE EXHIBITOR (E.G.: PRODUCTION COSTS, IMPORT COSTS, ARTIST TRANSPORT OR HOTEL COSTS, ETC.)
 - ACCOUNT DETAILS OF THE ARTIST
- DURATION OF THE AGREEMENT
- RETURN OF THE WORKS UPON EXPIRY OF THE AGREEMENT (RESPONSIBILITY, SCHEDULE, TRANSPORT AND COSTS, PACKAGING, INSURANCE)
- CONFIDENTIALITY
- *FORCE MAJEURE* (A PROVISION THAT FREES BOTH PARTIES FROM AN OBLIGATION IF AN EXTRAORDINARY AND UNFORESEEABLE EVENT THAT CANNOT BE AVOIDED DESPITE OF UTMOST CARE – E.G. NATURAL DISASTERS, PANDEMIC, WAR – DIRECTLY PREVENTS ONE OR BOTH PARTIES FROM PERFORMING)
- GOVERNING LAW (E.G. SWISS LAW) AND JURISDICTION/COMPETENT COURT (E.G. COURTS OF THE CANTON OF ZURICH IF AT LEAST ONE OF THE PARTIES IS DOMICILED IN ZURICH) (SUGGESTION: REQUIRE PRIOR MEDIATION BETWEEN THE PARTIES)
- DATE OF ENTRY INTO FORCE OF THE AGREEMENT
- NUMBER OF ORIGINAL COPIES OF THE AGREEMENT
- SIGNATURE BY EACH PARTY OF THE AGREEMENT (NOTA BENE: WHERE THE EXHIBITOR IS A LEGAL ENTITY, THE PERSON ENTERING THE AGREEMENT AND SIGNING IT MUST BE AUTHORIZED TO DO SO ON BEHALF OF THE GALLERY)

Arts

The

SALE AGREEMENT *(TANGIBLE ARTWORK)*

In

03

Rights

Association

A SALE AGREEMENT *IS A CONTRACT THAT OUTLINES THE LEGAL OBLIGATIONS UNDERLYING THE RELATIONSHIP BETWEEN AN ARTIST AND A BUYER THAT PURCHASES AN ARTWORK FROM THE ARTIST. REGARDLESS OF THE FORM (E.G. A SIMPLE INVOICE OR A DETAILED AGREEMENT)*, ATTENTION SHOULD BE PAID TO THE FOLLOWING POINTS:

Art.

Arts

- IDENTITY OF THE PARTIES:
 - *FULL NAME OF EACH PARTY : INDIVIDUAL OR COMPANY NAME (IF THE BUYER IS A LEGAL ENTITY, THE NAME OF THE PERSON REPRESENTING THE BUYER SHOULD BE INCLUDED)*
 - *CONTACT DETAILS : ADDRESS, E-MAIL, PHONE NUMBER*
- BRIEF DESCRIPTION OF THE TRANSACTION, MEANING THAT THE ARTIST WILL SELL THE ARTWORK TO THE BUYER FOR A SPECIFIC PRICE
 - DETAILS ABOUT THE ARTWORK BEING SOLD:
 - *TITLE*
 - *IDENTIFICATION NUMBER (IF ANY)*
 - *DATE*
 - *EDITION (IF APPLICABLE)*
 - *MATERIAL*
 - *DIMENSIONS*
 - *DESCRIPTION*
 - *SIGNATURE (IF ANY)*
 - *IMAGE (IF ANY)*
 - *FRAMING OR OTHER (IF ANY)*
 - DETAILS ABOUT THE SALE PRICE:
 - *PURCHASE PRICE AND CURRENCY*
 - *NOTA BENE : AN ARTIST SELLING ITS OWN ARTWORK IS IN PRINCIPLE EXEMPT FROM VALUE ADDED TAX (VAT)*
 - DETAILS ABOUT THE PAYMENT METHOD AND TIME THEREOF:
 - *PAYMENT IN FULL OR DOWN PAYMENT WITH INSTALMENTS*
 - *WITHIN A CERTAIN TIMEFRAME UPON RECEIPT OF AN INVOICE OR AT THE SIGNATURE OF THE SALE AGREEMENT*
 - DETAILS ABOUT THE DELIVERY OF THE ARTWORK, INCLUDING RESPONSIBILITY FOR ORGANIZING AND/OR COVERING THE COSTS OF:
 - *PACKAGING (BY THE ARTIST OR AN EXTERNAL PROVIDER)*
 - *HANDOVER OF THE ARTWORK BY DELIVERY (E.G. BY THE ARTIST), SHIPPING (E.G. VIA AN EXTERNAL PROVIDER) OR PICKUP AT THE ARTIST STUDIO (E.G. BY THE BUYER)*
 - *LOCATION AND DATE OF DELIVERY*
 - *EXPORT REQUIREMENTS (IF ANY, INCLUDING LOGISTICS, TAXES, FEES, CUSTOMS DUTIES)*
 - THE DETAILS ON TRANSFER OF RISK OF LOSS OR DAMAGE:
 - *NOTA BENE : IN CASES WHERE PAYMENT AND HANDOVER OF THE ARTWORK ARE NOT DONE SIMULTANEOUSLY, SWISS LAW PROVIDES THAT RISK OF LOSS OR DAMAGES PASS FROM SELLER (ARTIST) TO BUYER (COLLECTOR) ALREADY UPON THE CONCLUSION OF THE AGREEMENT, UNLESS OTHERWISE AGREED. BUYERS THEREFORE GENERALLY REQUEST THAT THE AGREEMENT PROVIDES THAT RISK ONLY PASSES UPON DELIVERY OF THE ARTWORK TO THE BUYER.*
- ISSUANCE OF A CERTIFICATE OF AUTHENTICITY BY THE ARTIST (SELLER)
- DETAILS ABOUT GOVERNING LAW (E.G. SWISS LAW) AND JURISDICTION/COMPETENT COURT (E.G. COURTS OF THE CANTON OF ZURICH IF AT LEAST ONE OF THE PARTIES IS DOMICILED IN ZURICH) (SUGGESTION: REQUIRE PRIOR MEDIATION BETWEEN THE PARTIES)

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NOTA BENE ON COPYRIGHT:

UNLESS OTHERWISE SPECIFIED, THE SALE OF THE ARTWORK DOES NOT IMPACT THE ARTIST'S COPYRIGHT. THE ARTIST (AUTHOR) RETAINS ALL MORAL RIGHTS (E.G. PATERNITY RIGHT, RIGHT TO THE PROTECTION OF THE PATERNITY OF THE WORK) AND ECONOMIC RIGHTS (E.G. REPRODUCTION RIGHTS). THERE ARE NO MANDATORY RESALE ROYALTY RIGHTS (DROIT DE SUITE) UNDER SWISS LAW.

NOTA BENE ON WARRANTIES:

UNDER SWISS LAW AND UNLESS OTHERWISE SPECIFIED, THERE IS AN IMPLIED WARRANTY ON AUTHENTICITY (THE SELLER [ARTIST] IS THE CREATOR OF THE WORK) AND OWNERSHIP (THE SELLER [ARTIST] IS THE SOLE OWNER OF THE WORK AND THUS AUTHORIZED TO DISPOSE OF IT) OR OTHER THIRD-PARTY RIGHTS (THE ARTWORK IS NOT SUBJECT TO THIRD PARTY RIGHTS, E.G. CO-AUTHORSHIP, CONSIGNMENT ETC.).

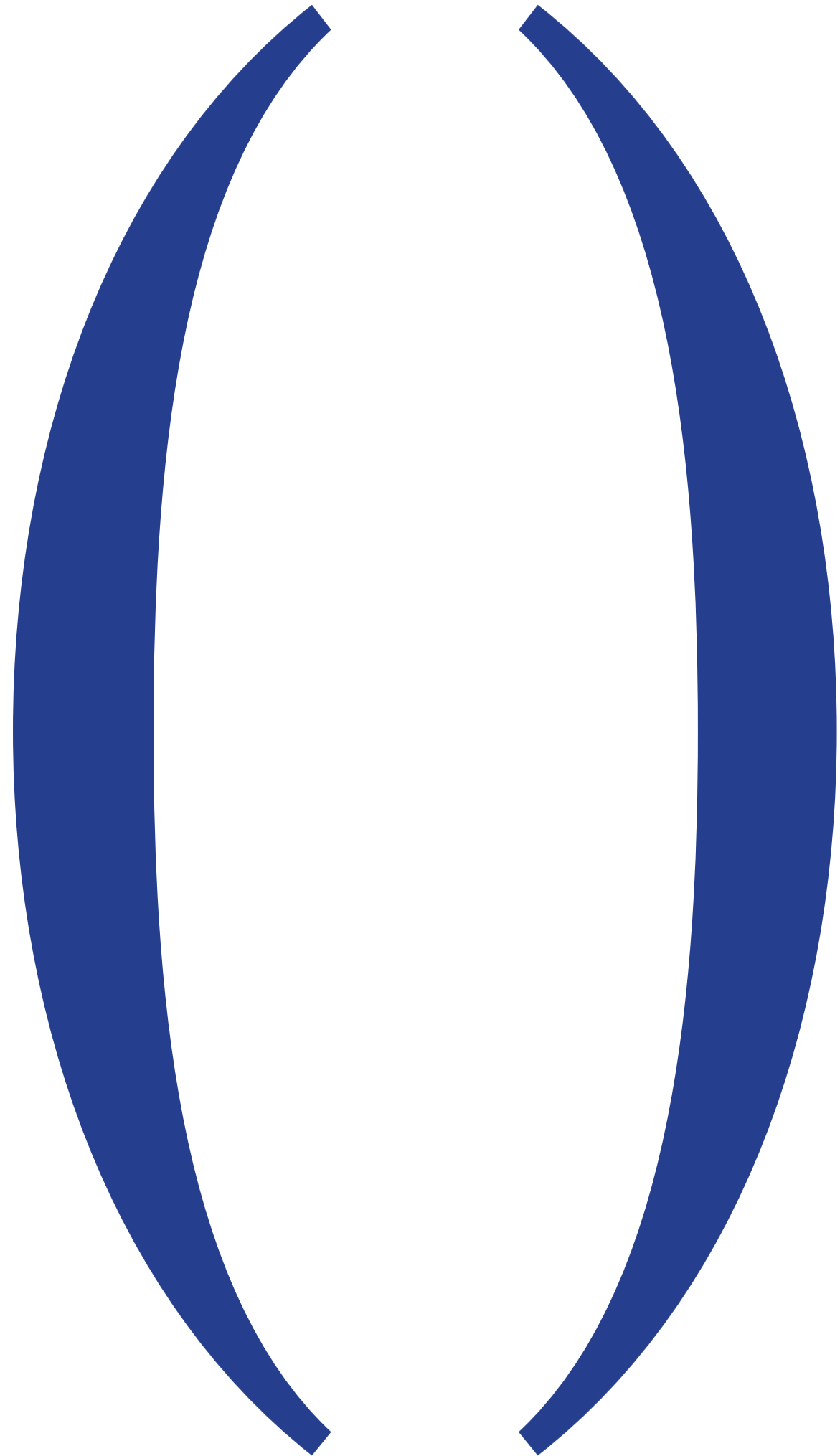
Arts

The

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