



ARTWORK LEASING AGREEMENT

This Artwork Leasing Agreement (“Agreement”) is made and entered into this ___ day of _____, 2024, by _____ and between SLH Art Gallery representing the Artist named _____. (“SLH Art Gallery”) and _____ (“Client”).

1. Artwork Leasing Agreement

The Client hereby agrees to lease from SLH Art Gallery the artwork identified in the attached sales order/invoice, which serves as Addendum A (the "Leased Artwork"). As consideration, the Client agrees to pay the lease fees in the amounts and within the timeframes set forth in Addendum A. Both the Client and SLH Art Gallery agree that this Agreement shall apply to all artwork leased by the Client from SLH Art Gallery. The 90-day leasing period begins on the date of pickup or delivery. SLH Art Gallery may, from time to time, modify, supplement, and amend Addendum A to reflect the lease or return of artwork by the Client under this Agreement. Artwork leasing is set at 15 GBP per artwork per week. The Client, SLH Art Gallery, and the Artist agree that SLH Art Gallery will be paid 30% per artwork per week, and the Artist shall receive 70%. SLH Art Gallery agrees to pay the Artist their 70% share after deducting the 30% due to them.

2. Ownership of Artwork

Ownership of the Artwork shall remain with SLH Art Gallery and/or the Artist it represents at all times. No title or rights to the Leased Artwork, except for the specific rights expressly granted herein, shall pass to the Client.

3. Maintenance, Damage, and Repairs

The Client shall only use the Artwork for its intended purpose, which is for residential/commercial display only. It is not to be exhibited in a commercial, retail, or professional setting unless such use is specifically authorized in writing by SLH Art Gallery in this contract. The Client shall protect and maintain the leased artwork in its original condition and shall be responsible for all costs of repair and replacement. No repairs shall be performed without the express written approval of SLH Art Gallery. If repairs are authorized, the Client shall pay SLH Art Gallery for the cost of materials, labor, and transportation.

4. Terms and Termination of Agreement This Agreement shall remain in full force and effect until terminated under one of the following conditions:

- **Termination:** The Client may terminate this Agreement at any point after the initial 90-day leasing period. The Leased Artwork must be returned to SLH Art Gallery in its original condition, and all amounts due must be paid. The Client has 5 business days to inform SLH Art Gallery of their intent to terminate the Agreement in writing. If the Client fails to meet the 5-business-day deadline, SLH Art Gallery will charge the Client's credit card an additional month's lease rate. SLH Art Gallery does not issue prorated refunds or credits for any Leased Artwork.
- **Purchase:** The Client may purchase any individual Leased Artwork at any time during the Agreement. All lease payments made for that specific piece of artwork will be credited towards the purchase.
- **Exchange:** After the initial 90-day leasing period, the Client may exchange the Leased Artwork for different artwork. Upon return of the original Leased Artwork and execution of a new Agreement, the original Agreement will be terminated. The original Artist, if still the owner of the Leased Artwork, will receive 70% of the payments due, with SLH Art Gallery receiving the remaining 30%.

5. Payment The Client's credit card will be charged the full 90-day rental fee as outlined in Addendum A before taking possession of the Leased Artwork. The Client must maintain a valid credit card on file with SLH Art Gallery throughout the term of the lease. The Client's credit card will only be charged the purchase price in the event of damage or loss of the Leased Artwork.

6. Client Liability The Client is solely responsible for any loss or damage to the Leased Artwork during the term of this Agreement and assumes all risks of theft, damage, destruction, or other injuries to the Leased Artwork. No such loss or damage will relieve the Client of their obligations under this Agreement. Should the Leased Artwork suffer damage or loss, the Client is obligated to pay the total of the unpaid lease payments for the entire Agreement term plus the purchase price at the commencement of the Lease. If SLH Art Gallery determines that the artwork can be restored to a condition suitable for sale as new, the Client will receive a credit for the difference between the sale price and the repair cost.

7. Required Credit Card Information and Payment Terms A valid MasterCard, VISA, or American Express card is required for leasing and other charges under this Agreement (including payments for the Leased Artwork in cases of loss or damage). The Client authorizes SLH Art Gallery to charge the provided credit card for all charges under this Agreement. Payment for the first 90 days of the lease is due before possession of the Leased Artwork is taken. If the Client opts to continue the lease for an additional 90 days under the same terms, SLH Art Gallery will charge the credit card on the first day of the continuing lease month for all Leased Artwork at the agreed lease rate. SLH Art Gallery also reserves the right to charge the Client's credit card for any other charges contemplated by this Agreement. The Client certifies that the credit card information provided is accurate and agrees to promptly update the information if the card expires, is replaced, or otherwise becomes inoperative during the term of the Agreement.

Credit Card Number: _____

Expiration Date: _____ Security Code: _____ (3/4 digits on back/front of card)

Name as it appears on Credit Card: _____

Card Type: MasterCard VISA American Express

8. Default If the Client defaults in performing any obligations required herein for a period of 30 days, SLH Art Gallery may terminate this Agreement. Additionally, SLH Art Gallery shall be entitled to pursue any other remedies available to it both at law and in equity.

9. No Waiver No waiver of a breach, nor the failure to enforce any terms of this Agreement strictly, shall prevent a party from asserting subsequent breaches or from requiring strict adherence to the terms of this Agreement in the future.

10. Non-Payment In the event legal action is required to enforce the payment terms of this Agreement, SLH Art Gallery shall be entitled to collect from the Client any judgment or settlement sums due, along with reasonable solicitors' fees, court costs, and other expenses incurred in such collection efforts. Additionally, SLH Art Gallery can recover the reasonable value of the expenses spent on such collection actions, as governed by applicable law.

11. Entire Agreement This Agreement constitutes the entire understanding between the parties and supersedes any prior understandings or agreements, oral or written. The terms of this Agreement may not be amended or waived except in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which SLH Art Gallery operates.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Represented Artist Name _____

Artist Signature _____

Date _____

SLH Art Gallery _____

Date _____

Client _____

Client Name Representative _____

Date _____