## SIXTYEIGHT ART INSTITUTE

SixtyEight Art Institute Gothersgade 167 st.th. 1123 København K Denmark Really Simple Syndication Gothersgade 167 st.th. 1123 København K Denmark

CVR/TaxID: DK33295766

CVR/TaxID: DK38623311

#### **Exhibition Agreement**

Exhibition agreement with artists/curators who will be exhibiting at SixtyEight Art Institute

Artist/curator's name: Lehman Brothers (Kim Young Kilde, Jonas Kasper Jensen, Christian Danielewitz, Peter Birkholm)

Exhibition period: 17 April - 23 May 2020

Exhibition space location: SixtyEight Art Institute, Gothersgade 167 st.th., 1123 København K, Denmark

Exhibition space opening hours for this exhibition: Wednesday and Thursday 11.00-18.00, Friday 11.00-17.00, Saturday 13.00-17.00.

### SixtyEight Art Institute

Gothersgade 167, st. th. 1123 København K www.sixtyeight.dk

#### **Christopher Sand-Iversen**

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### **Exhibition Statute**

The Exhibition Statute's goal is to function as a clarifying document between SixtyEight Art Institute and any artist/curator involved in exhibitions at SixtyEight Art Institute.

- 1.0 SixtyEight Art Institute reserves the right to change the dates of the exhibition.
- 2.0 SixtyEight Art Institute undertakes to provide 15.000 DKK in funding for the above stated exhibition funded by the Danish Arts Foundation. SixtyEight Art Institute also undertakes to apply for exhibition funding from Copenhagen Municipality.
- 3.0 The exhibition 'Budget' is defined and produced by three categories of finance, consisting of: A. Operations/Management (undertaken by SixtyEight); B. Production/Equipment/Materials; C. Honorariums/Stipends for the artist and/or curator or other professionals and technicians.
- 3.1 If the funding amount stated in 2.0 is not deemed sufficient for the adequate completion of the project, the artist/curator will take the responsibility and effort to apply for project funding themselves. SixtyEight Art Institute provides grant writing, strategy, and planning assistance for exhibition-making and other art-related productions, in order to achieve expense and production budgets which are adequate to the given project.
- 3.2. Because SixtyEight Art Institute is a non-profit entity, which needs to cover its Operational costs, we look to funding on an exhibition by exhibition basis to cover these operational costs. Generally, but not exclusively, 12.000 DKK of the total exhibition budget should be raised to

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cover: A. Operational/Management costs for each month the exhibition is hosted in our exhibition space. Therefore, the artist/curator takes the responsibility and effort to raise funding for Operational/Management costs via the grants she/he will be seeking.

- 3.3 In cases in which the artist/curator's funding applications are rejected, the artist/curator will not be liable to pay the Operational/Management costs of 12.000 DKK per month out of their own pocket. In cases in which the artist/curator's funding applications are partially met, the Operational/Management costs of 12.000 DKK per month must be partially covered at a rate calculated in accordance with the total percentage of funding given. At the time of signing this agreement, 10.000 DKK of Operational/Management costs have been covered.
- 4.0 SixtyEight Art Institute is responsible for any artwork while it is located at Gothersgade 167 st.th., during which time it will be insured up to 50.000 DKK via SixtyEight Art Institute's insurance policy with Dahlberg Assurance Agentur a/s.
- 4.1 Costs for the shipping and shipping insurance of works will be covered from the funding amount stated above. Standard shipping insurance must be arranged with the shipping company. Additional nail to nail insurance up to 200.000 DKK may be arranged with Dahlberg Assurance Agentur a/s on written agreement with SixtyEight Art Institute.

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- 5.0 The artist/curator will be responsible for hanging the exhibition in collaboration with SixtyEight Art Institute, unless other written agreement is reached.
- 6.0 In cases of sales of works, SixtyEight Art Institute takes a sales fee of 45% of the total sales amount. The percentage will be calculated from the total amount exclusive of VAT.
- 6.1 As the administrator of the sale of works, SixtyEight Art Institute undertakes to handle VAT payments according to the relevant Danish and EU VAT regulations.
- 7.0 In signing this agreement, the artist/curator also agrees that SixtyEight Art Institute's publishing arm, Really Simple Syndication, has first option with regard to the publication of any research documents or other printed matted produced as part the exhibition project.
- 7.1 In agreeing to 7.0 the artist/curator also agrees to the Really Simple Syndication Press business model set out below:
- 7.1.1 As the administrator of sales, Really Simple Syndication Press grants the author a percentage of total royalties, which is set according to the publication run (number of copies printed), sales channels (copies directly sold by Really Simple Syndication Press or those sold through third parties), and on a sliding scale. This percentage is to be calculated exclusive of VAT (in the case of Royalties from Direct Sales) and exclusive of VAT and book sellers' advance (in the case of Royalties through Third Party Sales).

### 7.1.2 Royalties from Direct Sales

Print run of 100 copies or less Author receives 25% of sales price exclusive of VAT

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Print run of 101 to 250 copies Author receives 20% of sales price exclusive of VAT

Print run of 251 copies or more Author receives 15% of sales price exclusive of VAT

7.1.3 Royalties from Third Party Sales
Regardless of size of print run, the author receives 15% of the net price received by Really Simple Syndication Press from the Third Party.

7.1.4 As the administrator of sales, Really Simple Syndication Press undertakes to handle VAT payments according to the relevant Danish and EU VAT regulations.

7.1.5 Production costs may be covered via project funding raised by Really Simple Syndication Press and/or the artist/curator. Basic production costs for all publications encompass: A. Printing costs; B. Layout/Graphic Design; C. Proofing and Editing. Really Simple Syndication Press reserves the right to postpone the publication of a given title until production costs have been covered, or until it is deemed possible and responsible to go to production with the at the time available funding. As the cost bearing entity, such decisions will be at the discretion of Really Simple Syndication Press.

7.2 In cases of dispute between Really Simple Syndication Press and the author regarding sales figures, Really Simple Syndication Press undertakes to supply sales figures from its sales portals, iZettle and WooCommerce/Stripe, and/or documentation of sales through Third Parties. These documents shall be the final arbitration of the dispute.

7.3 In cases where Really Simple Syndication Press does not take advantage of its right of first option, the artist/curator is released from all obligations to Really Simple Syndication Press. This does not, however, release the artist/curator from his/her obligations to SixtyEight Art Institute, points 1 to 6.

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Agreement signed, date: 28/02/2020

SixtyEight Art Institute Artist/Curator

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