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**Art Rental Agreement**

This agreement is made between **Tamara Spence Fine Art**. (the “Gallery”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Renter”), and shall take effect on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

* The Renter agrees to rent the artworks listed on the bottom of this agreement, on the following terms:
* The Renter shall be entitled to display the artworks at their place of business or residence. Ownership of the artworks and copyright to their images remains with the **Tamara Spence Fine Art**. The Renter agrees not to copy, use or otherwise distribute images of any of the rented artworks.
* The rental contract period shall be flexible; there is one month minimum but no maximum period for rentals.
* The rental price shall be 5% per month of the value of each work as listed on this agreement below. Payment shall be made monthly, in advance, by post-dated cheque or pre-authorized payment.
* Installation of the artworks by **Tamara Spence Fine Art** will be charged in addition to the rental fees, at a flat rate of $50 per hour, and will be added to the first month’s rental.
* Should the Renter wish to purchase any of the artworks, then the amount of rent paid on those artwork(s) shall be applied to the purchase price, no refund if over the selling price.
* Should any of the artworks be sold by the **Tamara Spence Fine Art** while on display at the Renter’s place of business, Tamara Spence Fine Art shall credit the Renter 25% of the gross selling price, before GST, as a credit against the rental program.
* The Renter shall be responsible to **Tamara Spence Fine Art** for any damage to or loss of the artworks while on display at the Renter’s premises. Any loss of or damage to the artworks shall be reported immediately to the **Tamara Spence Fine Art** by the Renter. The Renter’s liability extends to the full value of the artworks as listed in this agreement.
* This agreement may be terminated by either party on thirty day’s notice. In the event of rental termination **Tamara Spence Fine Art** agrees to remove the artworks from the Renter’s premises as soon as reasonably possible. The Renter shall be liable for rental fees to the date of removal of the artworks.

This agreement signed by both parties on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**Tamara Spence Fine Art**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tamara Spence, owner (signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( Renter)
Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature

Artwork(s) Rented:

1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/SKU/total cost at time of rental/rental fee

2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/SKU/total cost at time of rental/rental fee

3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/SKU/total cost at time of rental/rental fee

4 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/SKU/total cost at time of rental/rental fee

5 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/SKU/total cost at time of rental/rental fee