



STICHTING KUNSTMAAND AMELAND  
Bureweg 2  
9163 KE Nes Ameland  
0519 546 561  
E-mail: november@kunstmaandameland.nl  
Website: www.kunstmaandameland.com  
Bankrek. IBAN NL93RABO 01 81 620 308  
KvK nr. 01139957  
BTW nr. NL820110711B01

## **TERMS AND CONDITIONS FOR PARTICIPATION FOUNDATION ART MONTH AMELAND (KMA) 2022**

1. The artist submits a minimum of ten to a maximum of fifteen works for the KMA, unless otherwise agreed or agreed with the organization.
2. The artist provides the requested personal data to KMA for correspondence and settlement. This information can be entered on the forms you receive from KMA. You must return these completed forms to the KMA before the dates stated.
3. After confirmation of participation, the KMA charges €50,- (excl. VAT) per artist for publicity expressions. You will receive an invoice from KMA for this in due course.  
For this, the artist is included in the Art Month Agenda, in the program booklet, on the website, Facebook and Instagram of the KMA, the KMA takes care of the price tags for the artworks and texts laminated at the exhibition location.  
A different amount will be charged for participation in a collective. The amount depends on the number of participating artists within this collective.
4. KMA ensures that text, photo work and possibly portrait photo are published on the website. An announcement will also be made via Instagram and Facebook of each participating artist. In the period from summer to November, the KMA will gradually fill its website and social media with participating artists. KMA does this in no particular order.
5. The artist must make known by 31 August at the latest which works will be made available to the KMA with a photo of each work, with a title, technique, name, a serial number, the size, a short description of the work and the selling price. Fill in the consignment insurance list and return it to us before the date stated.
6. Since the exhibition is also a sales exhibition, we will draw up a consignment insurance list with the works to be exhibited numbered on it. The price indicated on the consignment insurance list is the final sales price, excluding €5.00 administration costs for the buyer.
7. The KMA takes care of the price tags for the works of art and a sales contract for each work sold.  
The price tags state the name of the artist, the title of the work and the selling price. The data you have provided via the consignment insurance form will be used for this.
8. If the artist wishes to have changes made after supplying the basic data, additional administration costs can be charged for this. These additional costs are submitted to the artist in advance so that the artist still has a choice as to whether or not to implement the



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addition and/or change. If it is agreed that additional work, changes and/or additions will be implemented, the artist will receive an invoice from KMA for this.

9. If the artist offers work for the exhibition that differs in essence from the work selected for, the organization is authorized to refuse this work. The same also applies to dimensions and more work. The assessment of this lies solely with the organization.
10. Photo material and information that the artist makes available to KMA may be freely used by the organization and the location holders for publicity and own media.
11. The artist is obliged to pack the delivered work in such a way that it is resistant for transport to Ameland.  
The KMA is not responsible for damage to the work as a result of improper packaging.
12. The artist must deliver the work himself and collect it afterwards in Dokkum. The KMA provides free of charge the return crossing of works of art by boat to Ameland and the location of the exhibition, as well as insurance of the works of art.  
Dates of collection and issue are stated on the transport form.

If the artist is not able to bring the work to Dokkum in advance or to collect it from Dokkum afterwards, transport can be arranged by the KMA at a cost to be agreed in advance. This also applies to the transport of large works of art.

From the moment the works can be delivered in Dokkum, October 11, 2024, until January 1, 2025 at the latest, the works under the management of the KMA are insured.

13. The KMA is responsible for setting up the exhibition. The artist can indicate his or her preference but has no decision-making power.
14. The KMA charges €75 handling costs per artist for unpacking the artworks and setting up the exhibition and €75 for dismantling and packing after the Art Month has ended.  
If you opt for unpacking, furnishing, dismantling and packing, we will charge a total amount of € 130. You will receive an invoice from KMA for this.
15. If artists want to come and furnish and/or dismantle the artist themselves, the artist will receive a (digital) personal ticket from the KMA (which is a return ticket) for the boat (not for other transport, vehicles or extra persons, and the like) from the KMA.  
The responsibility rests entirely with the artist. This also applies if you bring your work to Ameland yourself in advance. You must short-circuit this with the KMA before the start of the trip.



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16. Agreed expense allowances and/or cost payments are agreed in writing and paid prior to realization. The KMA will send an invoice for this.
17. The artist is obliged to properly frame hanging work and to provide it with a proper hanging system, name or title and a number that corresponds to the consignment list. Damage due to a failing or missing system is the responsibility of the artist. Replacement of suspension material will be charged.
18. The artist is responsible for all the necessary exhibition material (pedestals, display cases and the like). These can also be delivered and picked up again in Dokkum. In consultation otherwise can be agreed with the KMA.
19. In case of negligence on one of the above points, the KMA is entitled to cancel participation.
20. Invoicing of work sold is based on the consignment insurance list, work delivered, minus work sent back.  
 30% commission is levied on the sales price per work, including VAT on the sales price. or 32% of the sales price excluding VAT. if the artist is liable for VAT.

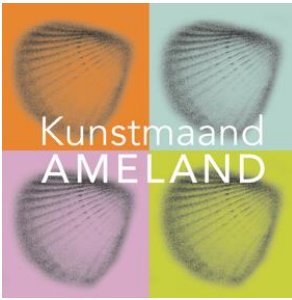
KMA makes every effort to complete payments before 15 February, the year following the Art Month.

**Calculation example if artist is not VAT. is obligated**

Selling price of a work of art			€ 100,00
30% commission on sales amount	€ 30,00		
VAT 21% on the commission	€ 6,30 +		
Commission including VAT	= € 36,30		€ 36,30
Total to be received by the Artist			€ 63,70

**Calculation example if artist does have VAT. is obligated**

Selling price of a work of art			€ 100,00
Price excluding taxes.	€ 91,74		
Commission 32% (€91.74)	€ 29,36		
VAT. 21% of €29.36	€ 6,17		
Total to be received by the Artist			€ 64,47



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If you participate as a foreign artist and have a VAT registration valid in your country, you must state this on your registration form. KMA will then not charge you Dutch VAT. and the commission is therefore 30% net of the sales price.

If you do not have a VAT registration, KMA is required to pay 21% VAT on its services. to calculate.

In addition to 30% commission, 21% VAT will be charged on works sold to you. calculated on this commission.

21. Sold works will only be delivered to the buyer after the KMA has been concluded, with the exception of small work (such as jewelry), which can be deviated from in advance in consultation with the organization.
22. Sale of books and cards: 25% commission is charged on the sale of books. A 50% commission is charged on the sale of tickets. On the total number of cards supplied, a margin of 10% is used at settlement.
23. Workshops: A 20% commission is levied on workshops.  
The workshops are included on the website and in the program booklet.
24. All prices mentioned in these conditions are exclusive of 21% VAT.

#### Insurance

- The insurance for works of art runs from a maximum of 13 October 2023 to 1 January 2024, for works under the management of the Art Month.
- We use the consignment insurance list as such. This means that this list must be submitted correctly. The work that is not on the list but that is present during the Art Month is not insured. The amounts must also be correctly stated on the list. In the event of damage, incorrect quotations will not be accepted by our insurer.
- Damaged or stolen work is handled by the organization as 'sold' work.
- Outdoor work is not insured and must be wind force 12 resistant.
- Artworks sold during the Art Month or from the artist (only works that are part of the Art Month exhibition) are commission subject to 14 days after the end of the Art Month.

For approval: .....

Date: .....

Name Artist: .....