



Affordable Access To Quality New Zealand Art & Objects

## Art Rental Agreement

### Definitions

**Artwork:** Any art or object which is available to rent or buy through the NZ Art Sale

**NZ Art Sale:** Is the owner of the rented artwork

**Customer:** Is the person or business that is renting the artwork

**Gallery:** Is the gallery, retail store, art show, or exhibition which you have viewed the artwork at. The Store acts as the representative of the NZ Art Sale for the rental of the artwork

**Rental:** Is a 1 year (52 weeks) fixed rental period which after 52 weeks this agreement becomes a flexible monthly (28 day) periodic (rollover) rental until cancelled by the Customer

### Artwork

The NZ Art Sale provides the Rental of the Artwork(s) described in the Artwork Information Form at the bottom of this agreement. The ownership to the Artwork shall remain at all times with the NZ Art Sale and/or the original artist. The Customer may not rent the Artwork to any third parties without the written permission of the NZ Art Sale. Copying the Artwork is prohibited, unless the NZ Art Sale provides written permission. Installation of the artwork is the Customer's responsibility however the NZ Art Sale can arrange install at a small additional cost.

### Rental Period & Transport

The rental shall commence on the date signed by the Store representative on this agreement (this is the date that the artwork leaves the Store). The rental is initially for a 1 year (52 week) fixed rental period which at the end of 52 week period the rental becomes an ongoing 28 day (monthly) periodic rental until cancelled by the Customer in writing. 7 days notice is required to cancel the rental. To cancel a rental at or after 52 weeks either email [info@nzartsale.co.nz](mailto:info@nzartsale.co.nz) or contact us by phone to arrange the artwork return.

The Customer is responsible for transporting the Artwork from the Gallery at the start of the Rental period. At the end of the Rental period the Customer shall contact the NZ Art Sale and organise for delivery to an address within New Zealand. The Customer shall continue to pay for the rental until the artwork is received back by the NZ Art Sale.

## **Artwork Condition & Damages**

The Customer shall keep the Artwork in the same condition as it as originally was provided by the Gallery to Customer, in a safe environment, out of direct sunlight, away from damp areas, away from heat, and shall only use the Artwork for its intended purpose. The NZ Art Sale make accepts no warranties with respect to the suitability, durability, or fitness for any purpose of the art or object.

The Customer is liable for all and any damages to the artwork and or frame regardless if from weather, fire, burglary, theft, or any other loss, accidental or otherwise. The NZ Art Sale strongly recommends that the Customer holds appropriate contents insurance at all times to cover any damages or losses to the Artwork up to the total gallery value of the Artwork. The Customers contents insurance may require high value items to be specified on their insurance to ensure coverage. Damage to the artwork will incur additional charges from the NZ Art Sale to the Customer The price charged for the damage will be at the discretion of an art valuer or art repairer chosen by the NZ Art Sale. Pre and post rental photographs may determine if damage has been done.

## **Personal Property Security Register**

The customer agrees that the NZ Art Sale may register the Customer & artwork details on the personal property security register, and holds a security against the artwork until the artwork has been returned.

## **Payments & Pricing**

Payment is requested to be via scheduled automatic payment set up by the Customer. The Customer has chosen (in the Artwork information Form at the bottom of this agreement) to make scheduled payments either weekly (every 7 days) or monthly (every 28 days) until the end of the rental period. The rental shall commence on the date signed by the Gallery representative on this agreement. This date is day 1 of the lease. E.g. if the Customer selects 28 day payments then the first payment shall be due 28 days after the date that the artwork leaves the Gallery.

The scheduled payments shall be made in the form of a bank automatic payment (set up by the Customer) or credit card. Payments will be taken out at the end of the frequency period chosen. E.g. at the end of each 7 day or each 28 day period. The rental rate shall include GST. If the payment dates fall on a weekend or holiday, the Customer NZ Art Sale will allow for payments to clear the following business day. During the Rental period the Customer agrees to always have a valid credit card authorised and available for payments to the NZ Art Sale.

## **Customer Credit Card (back up payment)**

The Customer authorised the NZ Art Sale to charge their credit card as per the Customer Credit Card form, for any overdue payments and or late fees for the payment of the Customers Rental bill, to a maximum of \$4900. Customer must keep a valid credit card on file during the term of the rental with the NZ Art Sale. The Customer certifies that they are an authorised user of the credit card provided and that they will not dispute the

payments with their credit card company provided the transactions correspond to the terms indicated in this agreement.

## **Non payment**

The Customer is responsible for ensuring payments are made on time.

**7 Days Overdue:** The NZ Art Sale will make contact in writing to the address, phone, or email provided with a reminder about the overdue amount. Any part or full payments not received within 7 days after the due date will incur a 10% late fee of the total amount overdue for the billing period. These fees will be invoiced to the Customer.

**After 28 Days Overdue:** The Customer agrees that a 15% late fee will apply on the total overdue for the billing period, including any late fees. At 28 days of any amount being overdue the Customer authorises the NZ Art Sale to charge the Customers credit card for the overdue amount and the late fees.

If full payment via credit card is unsuccessful then the Customer agrees that The NZ Art Sale may repossess the artwork and or use a collection agency to collect the outstanding debt.

If a collection agency becomes involved then the renter agrees to pay all debt collection fees & NZ Art Sale legal fees to cover the collection costs. The customer also agrees that their personal details may be shared with the collection agency and/ or lawyers, and/or that their personal details and debt status may be shared with credit rating agencies. After collection has occurred the customer shall still be liable for the amount from the outstanding rental period, any debts incurred, and all collection costs incurred by the NZ Art Sale. For repossession, the Customer agrees to allow the NZ Art Sale and/or its representative agency full and unrestricted access to the property to remove the artwork. The Customer agrees not to restrict access.

A 15% late fee will apply to the Customer's total due for every 28 days that part or full payments not received

## **Cancellation of this agreement by the NZ Art Sale**

The NZ Art Sale is entitled to unrestricted access to collect the Artwork and to dissolve this rental agreement prematurely, without notice, and to claim the Artwork back without compensation if:

- The Customer does not comply with their obligations after being sent notice of their default
- The Customer is declared bankrupt
- The some or all of the Customers possessions are seized by a independent claim against the Customer
- The Customer dies
- The Customer moves the artwork from the address on the customer details form without notifying the NZ Art Sale prior to moving the artwork

## **Cancellation of this agreement by the Customer**

The Customer may cancel this contract within 7 days (1 week) of the start date on the agreement in writing to the NZ Art Sale. After the first week, early cancellation can be made by full payment of the 52 week contract. Customers finding themselves in financial hardship should contact the NZ Art Sale as soon as possible to discuss payment options.

## Privacy & Dispute Resolution Provider

This contract is governed by New Zealand law. Customer may request a copy of their personal information held on file by the NZ Art Sale by request in writing or email to the NZ Art Sale.

The NZ Art Sale will use and disclose personal information only for the purposes for which it is collected in accordance with the Privacy Act, including:

- maintaining and updating our records;
- comparing information for accuracy, and verifying it with third parties; and
- if we are unable to contact you and we obtain publicly available personal information about you in order to update our records and your contact details;
- allowing the use of personal information in a controlled manner by entities collecting overdue payments or repossession of art;
- providing services and customer support, including service updates;
- security details check in relation to the art work that we propose to secure by registering a security on the Personal Property Securities Register through our service providers.
- if there is a need to, we may potentially also exchange information with legal, financial advisers or other representatives and advisors in relation to or in connection with any overdue payments or repossession of art
- providing information as authorised or required by law or a relevant government body or authority.

Should a dispute arise as a result of the services or agreement provided by the NZ Art Sale then the Customer and the NZ Art Sale both have the right to go through an independent dispute provider. The terms of this agreement may be changed only by agreement in writing by both parties. If one part of the contract becomes void then the rest of the contract shall remain enforceable.

## Approval of the above conditions

By Signing this agreement the Customer agrees they are 18 years old or older and have read and accepted this agreement and that they will comply with its terms. The Gallery representative witnesses this agreement on behalf of the NZ Art Sale.

Customer Name:  Gallery Representative Name:

Customer Signature:  Gallery Representative Signature:

Date:  Start date (date the Artwork leaves the Gallery):

The Customer will locate the Artwork at \_\_\_\_\_  
\_\_\_\_\_  
(address) and will not move the Artwork from this address without first notifying the NZ Art Sale of the new location.

Please complete the following 3 pages below

## Customer Contact Details

The following customer information will be held by the NZ Art Sale and can be requested by the Customer

(PLEASE PRINT IN UPPER CASE)

First Name \_\_\_\_\_ x

Middle Name \_\_\_\_\_ x

Last Name \_\_\_\_\_ x

Company or Business Trading Name (if applies) \_\_\_\_\_ x

Address (that the artwork will be kept at) \_\_\_\_\_ x

\_\_\_\_\_

Suburb \_\_\_\_\_ x

City \_\_\_\_\_ x      Postal Code \_\_\_\_\_ x

**\*Please attach or email (info@nzartsale.co.nz) a copy of a water or power bill showing the address that the artwork will be kept at**

Phone \_\_\_\_\_ x      Mobile \_\_\_\_\_ x

Email \_\_\_\_\_ x

Driver License Number \_\_\_\_\_ x

**\*Please attach or email (info@nzartsale.co.nz) a copy of your New Zealand drivers' license.**

# Artwork Information & Payment Details

## Artwork Information

Artist Name \_\_\_\_\_ x

Title of artwork \_\_\_\_\_ x

Art Rental Start Date (date that the artwork leaves the store): \_\_\_\_\_ x

Please List the Artwork Purchase Price (inclusive of GST): \$ \_\_\_\_\_ x

The artwork rental is calculated by the total Artwork Purchase Price including GST & Any Commission x 0.016  
Example: \$1000 artwork x 0.016 = weekly payment OR \$1000 artwork x 0.064 = 28 day payment

## Payment Details

### Payment Frequency & Rate

Please select whether you would like to make rental payments:

Weekly (7 days). The Gallery will provide you with the 7 day total rental \_\_\_\_\_ x

or

Monthly (28 days) basis. The Gallery will provide you with the 28 day total rental \_\_\_\_\_ x

### Payment Method

Payments can be made via scheduled **Bank Automatic Payment** set up by the Customer.

**Credit Card** payments will only be billed via a credit card if the account become in default

# Credit Card Default Payment Authorisation Form

I \_\_\_\_\_ authorise **the NZ Art Sale** to charge my credit card **x** indicated below for any overdue payments and or late fees for payment of my Art Rental bill to a maximum of \$4900.

Billing Address & City \_\_\_\_\_ **x**

Phone Number \_\_\_\_\_ **x**

Email \_\_\_\_\_ **x**

Account Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard
Cardholder Name _____ <b>x</b>
Account Number _____ <b>x</b>
Expiration Date _____ <b>x</b>
CVV (3 digit number on back of Visa/MC) _____ <b>x</b>

SIGNATURE \_\_\_\_\_ **x**

DATE \_\_\_\_\_ **x**

I authorise the NZ Art Sale to charge the credit card indicated in this authorisation form according to the terms outlined above. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I understand that this authorisation will remain in effect until I cancel it in writing to the NZ Art Sale, and I agree to notify the NZ Art Sale in writing of any changes in my account information or termination of this authorisation at least 7 days prior to the next billing date. This payment authorisation is for the type of bill indicated above. I certify that I am an authorised user of this credit card and that I will not dispute the scheduled payments with my credit card company provided the transactions correspond to the terms indicated in this authorisation form.

## Gallery Checklist (please attach the following completed forms)

- Customer Contact Details       Artwork Information & Payment Details       Credit Card Form
- Attachment or email (info@nzartsale.co.nz) of Customer's / Companies New Zealand Address (photo)
- Attachment or email (info@nzartsale.co.nz) of Customer's / Companies NZ Drivers Licence ID (photo)

[The New Zealand Art Sale](http://www.nzartsale.co.nz)

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