



MILO DLOUHY

ART LEASING AGREEMENT

19 Sunlake Gardens SE Calgary AB T2X 3G4 | T 403.561.9505

Leasee Name

Leasee Address

Address Where Artwork Will Be Located (if different from above)

Leasee City / Postal Code

Leasee Phone number

Leasee email address

AND

Milo (Miloslav) Dlouhy, the Artist

19 Sunlake Gardens SE Calgary AB T2X 3G4

403.561.9505

milo@milostate.com

Hereby enter into the following Agreement:

1. **Artwork Leasing:** Leasee hereby agrees to lease from Miloslav Dlouhy (herby the Artist) the artwork identified in the attached Artwork Lease Worksheet which serves as Addendum A and as consideration therefore, Leasee agrees to pay the lease fees in the amounts and within the time frames set forth below. Leasee and the Artist agree that this Agreement shall apply to all artwork leased by Leasee from the Artist and that the Artist may modify, supplement and amend Addendum A to reflect the lease or return of artwork by the Leasee under this Agreement.



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2. **Security Deposit.** Lessee's credit card will be charged a security deposit in the amount of _____ before taking possession of the Leased Artwork. Lessee must keep a valid credit card on file during the term of the lease with the Artist. Lessee's credit card will not be charged purchase price unless Leased Artwork is damaged or lost.
3. **Duration of Lease.** Lessee and Milo Dlouhy agree that the initial term of lease for Artworks will:
- ___ Start on _____ and end on _____
- ___ Be on a
- Quarterly (3 month) billing cycle due on the 1st of the month at the percent rate of 6% of current Artwork value.
 - Semi-Annual (6 month) billing cycle due on the 1st of the month at the percent rate of 5% of current Artwork value.
 - Annual (12 month) billing cycle due on the 1st of the year at the percent rate specified of 4% of current Artwork value.
- ___ Be on a Month-to-Month space rental of 7% of current Artwork value. per month due on the 1st of the month.
4. **Liability.** During the term of this Agreement, Lessee shall be solely responsible for any loss or damage to the Leased Artwork. Lessee hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Leased Artwork from any and every cause whatsoever. No such loss or damage shall impair any obligation of Lessee under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Leased Artwork (or any component thereof), Lessee shall pay the total of the unpaid lease payments for the entire Agreement term plus the purchase price of the Leased Artwork prior to such loss or damage, in which case this Agreement shall terminate except for any Lessee duties, as of the date such payment is received by the Artist.



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5. Required Credit Card Information and Terms. A valid MasterCard, VISA or American Express credit card (provided below) is required for the lease and other charges contemplated by this Agreement (including payment for the Leased Artwork in the event of loss or damage as provided in this Agreement). Lessee hereby authorizes the Artist to charge the credit card provided below to pay for the charges covered by this Agreement. Lessee will pay in full the first billing period of the lease before taking possession of Leased Artwork.

Lessee agrees to promptly update the information below in the event it changes.

Credit Card Number: _____ Expiration Date: _____

Security Code: _____ (3 digits on back of card)

Name as it appears on Credit Card: _____

Card Type: MasterCard VISA American Express

After the current leasing period, if Lessee does not notify the Artist of their intent to discontinue the lease for an additional leasing period (at the same terms as the original 90 days); or on a month-to-month basis at 7% of current value for all artwork types, the Artist will charge Lessee's credit card on the first day of the month of the continuing lease for all Leased Artwork in the amount respective to the Lease period. The Artist reserves the right to charge Lessee's credit card for all other charges contemplated by this Agreement. Lessee hereby certifies that the information provided below is true and correct as of the date given and will remain true and correct throughout the term of this Agreement.



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7. **Recall of Leased Artwork:** Occasionally, Leased Artwork may be recalled by the Artist because of a sale. The Artist will, at his own expense, retrieve Leased Artwork from Leasee and replace Leased Artwork with other artwork that is mutually acceptable to Leasee and the Artist to fulfill the terms of the lease or Leasee will receive a full credit for all lease payments made on the recalled Leased Artwork.
8. **Terms and Termination of Agreement:** This Agreement shall continue in full force and effect until:
- (a) *Termination:* The Leased Artwork is returned by Leasee to the Artist and all amounts due hereunder have been paid. At any point after the initial leasing period, the Artist may terminate this Agreement. Leasee has 30 business days to inform the Artist of its intent to terminate Agreement in writing and return Leased Artwork in its original condition to the Artist. If Leasee does not meet the 30 business day deadline, the Artist will charge Leasee's credit card the appropriate lease rate for an additional month at 7%. The Artist does not issue prorated refunds or credits for any Leased Artwork.
 - (b) *Purchased:* The Leased Artwork is purchased by Leasee for purchase price. At any time during this Agreement, Leasee may purchase any individual Leased Artwork and 50% of all lease payments for that specific piece of artwork being purchased will be applied to the purchase order for that individual piece.
 - (c) *Exchanged:* The Leased Artwork is returned by Leasee to the Artist in exchange for different Leased Artwork. At any point after the initial 90-day leasing period, Leasee may return existing Leased Artwork for different Leased Artwork. This Agreement will be terminated upon the return of Leased Artwork and a new Agreement will be contracted.
9. **Default:** If the Leasee defaults in any performance required herein for a period of 30 days, then (i) this Agreement may be terminated by the Artist, (ii) the Artist shall have the right to enter the Leasee's premises and remove the Leased Artwork, without notice, and (iii) the Artist shall be entitled to pursue any other remedies available to it at law and in equity.
10. **No Waiver:** Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.



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11. **Non-Payment:** In the event legal action is necessary to enforce the payment terms of this Agreement, the Artist shall be entitled to collect from the Lessee any judgment or settlement sums due plus reasonable attorneys fees, court costs and other expenses incurred by the Artist for such collection action and, in addition, the reasonable value of the expenses spent for such collection action, as governed by the Province of Alberta.
12. **Responsibility for Loss or Damage, Insurance Coverage.** The Lessee shall be responsible for the safekeeping of all leased Artworks while they are in its custody. The Lessee shall be strictly liable to the Artist for their loss or damage (except for damage resulting from flaws inherent in the Artworks); to the full amount the Artist would have received from if the Artworks had been sold. The Lessee shall provide the Artist with all relevant information about its insurance coverage for the Artworks if the Artist requests this information.
13. **Installation / Deinstallation cost:** Depending on the amount of artwork leased, a quote will be provided for the transport and installation of the pieces. Lessees may decide to install themselves, but should be aware that damage may occur in this process, and Lessee will be financially responsible as per sections **4 (Liability)** and **12 (Responsibility for Loss or Damage, Insurance Coverage)**.
14. **COPYRIGHT AND SECURITY INTEREST**
- The Artist shall take all steps necessary to ensure that the Artist's copyright of the consigned works is protected, including but not limited to requiring copyright notices on all reproductions of the works used for any purpose whatsoever.
 - Title to and a security interest in any works consigned or proceeds of sale under this Agreement are reserved to the Artist.
 - In the event of any default by the Lessee, the Artist shall have all the right of a secured party under the Personal Property Security Act and the works shall not be subject to claims by the Lessee's creditors.
 - The Artist agrees to execute and deliver to the Lessee, in the form requested by the Lessee, a financial statement and such other documents that the Artist may require to perfect its security interest in the works.
 - In the event of the purchase of any work by the Lessee, title shall pass only upon full payment to the Lessee of all sums due hereunder.



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15. **Procedures for Modification.** Amendments to this Agreement must be signed by both Leasee and the Artist and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

16. **Miscellany.** This Agreement represents the entire agreement between the Leasee and the Artist. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of The Leasee, whether by operation of law or otherwise, without the prior written consent of the Artist. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

17. **Choice of Law.** This Agreement shall be governed by the law of the Province of Alberta



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Leased Artwork Information

Title of Leased Artwork:

Current Value (Cost of artwork before tax):

Image Reproduction:

Leasee signature

Miloslav Dlouhy. the Artist

Dated