

ENG TERMS AND CONDITIONS OF COOPERATION BETWEEN K&K ART GALLERY AND THE ARTIST

IMPORTANT NOTICE: WE ARE NOW ACCEPTING ARTWORK SUBMISSIONS FOR THE ONLINE GALLERY AT [KKGALLERY.ART](https://kkgallery.art)

1. The online gallery accepts artworks from professional artists and, in special cases, from non-professional artists and art collectors indefinitely.
2. To submit artwork, the artist must send images of the work, the artist's biography, and the desired price of the work to the online gallery via email or by using the form available on the website kkgallery.art. The submitted works must be accessible and free of legal or physical defects.
3. K&K Art Gallery accepts artworks on deposit. During this period, the artwork will be featured as part of K&K Art Gallery's activities.
4. By agreeing to this contract, the artist grants the Gallery the following permissions:
 - To determine the sale price of the artwork based on the provided submission form, including the author's price (which includes income tax, the responsibility of the artist) and a 40% commission on the author's price for the statutory and missionary purposes of the Otwarta Pracownia Twórcza Foundation.
 - To negotiate with potential buyers for the author's price, with a possible reduction of up to 10%.
 - To put the artwork up for auction (artist pays a 20% commission, and the client pays a 20% commission based on the author's price).
 - If no sales occur through auction, the artwork will remain available for sale in the gallery (online or physical) for a 6-month period, with a 40% commission.
 - The gallery will promote the artist and their work through its physical gallery at 9 Białostocka Street in Warsaw and on the website <https://kkgallery.art>.
 - While the Gallery doesn't hold exclusive selling rights, it is necessary to keep works available for sale through the gallery's activities. If a work is sold outside of the gallery, the artist must notify K&K Art Gallery by marking the work as "Sold" through email at galeria@kkgallery.art.
5. If the artist sells an artwork during the contract term with K&K Art Gallery, a commission of 30% of the author's price will be paid. Failure to report sales made outside of K&K Art Gallery will result in a contractual penalty of 40% of the price of the artwork offered by K&K Art Gallery but not reported as sold (this measure prevents clients from purchasing artworks already available through the gallery's application form).
 - A proof of purchase (KP) will be issued to the buyer.
 - The commission will be transferred to the Otwarta Pracownia Twórcza Foundation's account.
 - The remaining amount will be transferred to the artist's indicated account within one month after the sale, following the guarantee period (in case the customer decides to return the artwork).

6. Submitting artwork via the application form signifies agreement to the terms and conditions outlined in this Agreement.

7. For inquiries, contact us via email at galeria@kkgallery.art or by phone at 793946254 or WhatsApp - 793946254

8. Either party can remove the artwork from K&K Art Gallery's offerings with a 10-day notice period.