

Regulations: "IN BED WITH THE ARTIST"

1. "In bed with the artist"

1.1 Within the framework of and for the sole purposes of the "In bed with the artist" project, the artist undertakes to dedicate a certain period of time to the commissioner of the works from him or her, the length of which shall be chosen by the commissioner:

- a) a one-hour conversation
- b) a full day (maximum 8 hours)
- c) a full weekend (maximum 16 hours)

1.2 Within the framework of and for the sole purposes of the "In bed with the artist" project, the artist undertakes to create a personalised work of art inspired by the exchange held with the commissioner of the work.

1.3 The commissioner of the work will choose the meeting place and will propose 3 different dates for this meeting to the artist. At this stage, the artist may refuse to hold the meeting.

1.4 The association Dernier Avertissement should be notified of the place and date of the meeting.

1.5 The time frame for production of the work will be set by the artist and Dernier Avertissement and the commissioner of the work should be notified.

1.6 If option b is chosen, the commissioner of the work will meet the per diem costs for the artist. If option c is chosen, the commissioner of the work will meet the per diem and accommodation costs for the artist.

2. Market value of the work and ordering

2.1 The market value of the work of art will depend on the popularity of the artist.

2.2 The quality and the market value of the work are proportional to the option chosen, as explained in section 1, above.

2.3 The order becomes binding on signature of a purchase order accompanied by an advance payment of 30% of the purchase value of the work.

3. Delivery of the work to the purchaser

3.1 On delivery of the work, in return for the payment of the remaining sum for the order, a certificate of authenticity and a contract of sale will be provided.

4. Transportation of the work

4.1 If necessary, the parties will agree in advance on a shipping company and the date of delivery to the commissioner of the work.

4.2 Any possible shipping costs for the work, including insurance, are to be met by the commissioner of the work from the moment the work is handed over into the charge of the shipping company.

5. Installation

4.1 The commissioner of the work may not refuse should the artist request to be present at the installation of the work or to install his or her work personally.

4.2 Any possible installation costs are to be met by the commissioner of the work.

4.3 Should any breakages, deformations or alterations be directly caused by a mode of installation expressly approved by the artist, the commissioner of the work is released from all responsibility.

5. Improper behaviour

Dernier Avertissement should be notified of any improper behaviour on the part of either of the parties and will take the appropriate measures according to the seriousness of the action:

- on the part of the artist: cancellation of his or her participation in the concept created by Dernier Avertissement and/or partial or total withholding of fees.
- on the part of the commissioner of the work: partial reimbursement or non-reimbursement of the fees paid and/or the non delivery of the work of art.

6. Termination

6.1 Should the artist cancel the meeting with the commissioner of the work without a substitute date or should the artist fail to deliver a work of art to the commissioner of the work, except in cases of force majeure, the artist undertakes to reimburse the fees paid by the commissioner of the work within a period of two weeks following the cancellation of the meeting.

6.2 Should the commissioner of the work cancel the meeting with the artist without a substitute date, except in cases of force majeure, the fees paid will not be reimbursed.

6.3 Should the artist be unable to comply with the time frame established for the creation of the work of art, except in cases of force majeure, the artist undertakes to pay compensation to the commissioner of the work according to the following rates, with the notice periods calculated from the date of delivery of the work of art:

- Delay of 1 to 5 days:

With notice: no reimbursement of the fees paid.

Without notice: reimbursement to the purchaser of 50% of the fees paid.

- Delay of over 5 days:

With notice : reimbursement to the purchaser of 50% of the fees paid.

Without notice: reimbursement to the purchaser of the total sum of fees paid.

6.4 Should the work of art proposed to the commissioner of the work be refused by the latter, two options are possible:

- The production of a new work of art

- Non reimbursement of the fees paid.