

A. M. SCHAER STORAGE & CARE CONTRACT

1. **Parties & Purpose.** This contract (“**Contract**”) is made by and between A. M. Schaer (“**Artist**”) and _____ (“**Friend**”) as of _____ (“**Effective Date**”) to memorialize an arrangement in which the Friend will care for and store the following Artist’s artwork(s) _____ (“**Work**”) and, in consideration for such care and storage, may receive title to the Work as described below.

Artist’s e-mail address: schaer@artgeekgal.com

Artist’s phone: 832 314 8359

Artist’s address: 5210 Chesapeake Way, Houston TX 77056

Friend’s e-mail address: _____

Friend’s phone: _____

Friend’s address: _____

2. **Pick Up, Care & Insurance.** The Friend will arrange to pick up the Work at a location designated by the Artist. Alternatively, at the Friend’s election, the Artist will arrange to pack and ship the Work to the Friend following the Artist’s receipt of payment for applicable costs. While the Work is in the Friend’s possession, the Friend will care for the Work and maintain insurance covering the loss of or damage to the Work up to its retail price. If at any time the Friend makes an insurance claim with respect to the Work, the proceeds will be divided between the Artist and the Friend such that Artist will receive the amount he would have received if the Friend had bought the Work at the time the claim was initiated as provided in Section 5 below (but in no event less than 50% of the retail price), with any remainder going to the Friend.

3. **Exhibition.** The Artist may exhibit the Work by providing notice to the Friend at the e-mail address provided above. The Friend will return the work to the Artist within one month after receiving any such notice. The Friend may loan the Work for exhibition with the Artist’s prior written permission. The Artist’s exhibition right survives any termination or expiration of this Contract.

4. **Costs of Care.** The Friend is responsible for all reasonable costs of storing and caring for the Work, including returning the Work to the Artist. If the Artist provides the Friend notice that the Artist intends to exhibit the Work, Artist is responsible for all costs associated with exhibiting the Work, including transport.

5. **Discount & Title.** At any time during the term of the Contract, the Friend may elect to buy the Work at a discount equal to 20% multiplied by the number of full 12-month periods that have passed since the Effective Date. When the Friend has stored and cared for the Work for five full years following the Effective Date, title passes to the Friend. Except as provided herein, the Artist retains title to the Work. The Artist always retains the copyright in the Work. At any time before title has passed to the Friend, the Artist may sell the Work to a third party, provided that the Friend may elect to buy the Work at the same price such third party has agreed to buy it, less the discount earned to date.

6. **Resale Royalties; Moral Rights.** If the Friend sells the Work, the Friend will split the proceeds of such sale evenly with the Artist. If any successor-in-interest to the Work sells the Work, the seller shall pay the Artist a resale royalty equal to 10% of the sale price. The Friend agrees that the artist has moral rights in the Work equivalent to those that would apply to the Work under French law as if the Work had been made in France by a French artist and were in France (“**Moral Rights**”). The Friend will not take any action contrary to the Artist’s Moral Rights and shall cooperate with the Artist in enforcing the Moral Rights. The Work may not be sold unless the buyer agrees to abide by this Contract as if the buyer were stepping into the position of the Friend. Any purported sale of the Work in violation of this paragraph is null and void.

7. **Return.** Should the Friend no longer be able to care for the Work, the Friend will return it to the Artist at the Friend’s expense. If the Artist or the Friend dies, the Contract will remain in force between the surviving party and the other party’s estate or successor-in-interest.

8. **Termination.** The Friend may terminate the Contract on 30 days’ notice to the Artist. The Artist may terminate the Contract immediately if the Friend breaches the Contract and fails to cure the breach within ten days after receiving notice of the breach. If the Contract is terminated, the Friend will return the Work to the Artist and forfeit any interest in the Work to Artist.

9. Miscellaneous. This Contract is governed by the laws of the State of Texas without regard to any conflict of laws principle that would result in the application of another jurisdiction's laws. In the event of a dispute relating to the subject matter of this Contract, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs. This Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes any previous or contemporaneous agreements or understandings between the parties.

ARTIST

FRIEND

A. M. Schaer

Signed: _____

Name: _____