

Artist's Agreement, Artists Showroom

1. Introduction
2. The Program
3. Referral Credit
4. Sale of Art
5. Submission of Art
6. Non-Electronic Submissions
7. Proprietary Rights
8. Content Policy
9. Modifications
10. Termination of this Agreement
11. Privacy Policy
12. Limitation of Liability
13. Indemnification
14. Disclaimer of Warranties

1. Introduction

Artists Showroom is a web-site designed to market and sell Artwork to the general public. Our purpose is to make it possible for Artists to concentrate on creating their Art, while letting the expert marketers at Artists Showroom present these Artworks for sale. We are making our 35+ years of experience in marketing, sales and public relations available in support of those artists that wish to participate in this Program.

This agreement sets forth the terms and conditions under which Artists Showroom offers Artists access to the Display and Marketing Program (the "Program") through which Artists may display and offer for sale digital images of original artwork or reproductions thereof (the "Artwork") on the Artists Showroom web-site.

By using these Program services, you indicate that you accept the terms and conditions of this Agreement and any subsequent modifications. Your participation in the Program is entirely conditioned on and subject to your compliance with this Agreement. The Program is offered to participants aged 18 and above. By participating in the Program, you acknowledge that you are 18 or older.

2. The Program

The Program consists of two different levels of participation. Each allows the Artist to submit Artworks for display and for sale on the Artists Showroom web-site.

Each Artwork submitted will be available on the web-site as part of the Artist's personal page and additionally under specific keywords describing the category of art it falls under, the subject matter of the work, the genre and the media utilized for the Artwork. Each of these keywords will have pages that are optimized for search engine listings, with the result that the Artist's Artwork will appear on the correct pages when a user is searching on the Internet for a specific category, subject matter, genre or media.

In addition to Search Engine Optimization, Artists Showroom will constantly work to drive potential buyers to this site utilizing on-line marketing tactics including but not limited to: the development of our own e-mail lists of interested potential buyers, a monthly e-newsletter with announcements of new artists, placing news in on-line art forums and chat rooms, press releases distributed on the Internet and optimized for search engines, pay-per-click campaigns and the listing of our Artists' artwork on Froogle.com. Additionally, we will work to get publicity articles in their local newspapers for our Showroom Artists that pay for one year in advance.

The levels of participation are as follows:

□ Showroom I - (\$15 per month, minimum 3 months in advance)

Set-up charge: \$50.00

This includes entering all of the Artist's information for the Artist's Personal Page including Biography, Education, Exhibits, Awards, a Personal Statement and a photo of the artist if available, plus the following:

One page with up to 10 items: Included in the set-up charge are each of up to 10 items with descriptions and pricing. At this level, changes of items are limited to one item per month at no extra charge. Additional changes will be made at a charge of \$5.00 per additional item.

Sales are made via PayPal (15% gallery charge). We are able to accept all credit cards, checks or PayPal accounts for the sale of your Artwork. We will also collect any appropriate sales tax and handle the reporting and paying of this to the States requiring this. Because there are expenses to Artists Showroom involved in these transactions, we charge the Artist a 15% gallery charge to cover these expenses and administrative time.. Please keep this in mind when pricing your Artwork. We find that often artists may under-price their work and so we may make suggestions to you regarding the pricing of your artwork.

A Link to your own existing web-site; if you already have your own web-site, your Artist's Personal Page can link to it so that the potential buyer can click through to your site. If you would like to sell directly from your own site this is perfectly permissible. If, however, you would like to use our PayPal account to collect the monies from the sale and take advantage of our sales tax collection and reporting and shipping and handling shopping-cart features, you will need to submit those items that you want to sell to Artists Showroom.

Each additional page is \$10 per month for up to 10 items.

□ **Showroom II - (\$20 per month, minimum 3 months in advance)**

Set-up charge: \$50

This includes entering all of the Artist's information for the Artist's Personal Page including Biography, Education, Exhibits, Awards, a Personal Statement and a photo of the artist if available, plus the following:

One page with up to 10 items: Included in the set-up charge are each of up to 10 items with descriptions and pricing. At this level, changes of items are limited to two items per month at no extra charge. Additional changes will be made at a charge of \$5.00 per additional item.

Sales are made via PayPal (15% gallery charge). We are able to accept all credit cards, checks or PayPal accounts for the sale of your Artwork. We will also collect any appropriate sales tax and handle the reporting and paying of this to the States requiring this. Because there are expenses to Artists Showroom involved in these transactions, we charge the Artist a 15% gallery charge to cover these expenses and administrative time. Please keep this in mind when pricing your Artwork. We find that often artists may under-price their work and so we may make suggestions to you regarding the pricing of your artwork.

Link to your own existing web-site. if you already have your own web-site, your Artist's Personal Page can link to it so that the potential buyer can click through to your site. If you would like to sell directly from your own site, this is perfectly permissible. If, however, you would like to use our PayPal account to collect the monies from the sale and take advantage of our sales tax collection and reporting and shipping and handling shopping-cart features, you will need to submit those items that you want to sell to Artists Showroom.

Your own web-address: <http://www.ArtistsShowroom.com/yourname> which leads to your own page on ArtistsShowroom.com. You can use this web address on your own promotional materials

Your own e-mail address: yourname@ArtistsShowroom.com which will forward to your existing e-mail in-box. This gives a more professional appearance than, for instance, a generic yahoo or hotmail address.

Your choice of two of your items on the Home Page on a rotating basis. This means that whichever two items of your Artwork that you designate will appear on the Artists Showroom home page on a rotating basis with other Showroom II Artists. This gives more exposure to your work so that even the most casual of potential buyers has a chance to see it.

Submission of your art to froogle.com. This web-site is a relative of google.com, and is a huge source for on-line shoppers. Your Artwork will be submitted to their site and updated on a regular basis.

Each additional page is \$10 per month for up to 10 items.

- By paying for one year in advance, receive in addition to the above:

Two months free subscription (12 months for the price of 10)

A press release about you and your art, written by our experienced media relations staff and sent to your local newspaper and distributed to the internet via PRWeb or other press release distribution sites.

3. Referral Credit

For each Artist that you refer to us, who contracts with us to appear in the Showroom and who cites you as the referring source, you will receive one month free added to your subscription.

4. Sale of Art

When one of your items is purchased, you will receive an e-mail from us with all the details of the purchase, including an Artists Showroom Order Number. We will collect from the purchaser the price of the item including sales tax where appropriate, the cost of packaging, shipping, and insurance. Shipping will be calculated on the web-site, based on information you have provided plus the purchaser's specifications. We will act as your agent in this transaction, holding the funds in escrow.

If you do not acknowledge receipt of this order within 72 hours, we will call you at the phone number you give us as your contact number. If we receive no acknowledgement from you within 7 days of having sent our first e-mail notification, we will cancel the order and refund the purchaser.

Once you have acknowledged the order, you will then be expected to ship the insured Artwork to the purchaser and to then notify Artists Showroom by e-mail when the item has been shipped. Once the item has been received and accepted by the purchaser, you will receive payment from us. Your payment will include the price of the item, minus the 15% gallery fee, plus the cost of packaging, shipping and insurance. Artists Showroom will collect any applicable sales tax for you and report and pay this to the appropriate States as required.

5. Submission of Art

You may submit your art electronically in the following formats:

.jpg, .gif, .bmp, .tif, .eps, .pdf, or .psd

Include a Submission Form with each item submitted. The Submission Form includes the following:

Description of artwork, up to 200 words.

Choose up to three art categories that this item could be listed under.

Choose up to three genre/style categories that this item could be listed under.

Choose up to three subject categories that this item could be listed under.

Choose up to three media categories that this item could be listed under.

The price of the artwork.

The measurements of the artwork.

The cost of packaging this artwork for shipment and the dimensions and weight of the finished package.

6. Non-Electronic Submissions

If you want us to scan photos of your art and do this all for you, you can mail your photos to us along with a Submission Form for each item. Please print the Submission Form from the website. If you want your photos returned to you, please include a self-addressed, stamped envelope

The one-time cost for each item, for scanning the photos and in-putting your descriptions and categories, is \$10 per item. These costs are in addition to your monthly subscription plan. Please enclose a check or money order with your photos and submission forms and mail them to:

Artists Showcase
501 Glenoaks Boulevard
Suite 10-605
Glendale, CA 91202-4039

7. Proprietary Rights

Artists Showroom does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you post to the Artists Showroom web-site. After posting your Content to the web-site, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through Artists Showroom, you hereby grant to Artists Showroom a limited license to use, modify, publicly perform, publicly display, reproduce, distribute and sell such Content solely on and through the Artists Showroom web-site and related promotional activity.

8. Content Policy

Artists must adhere to the following guidelines. All Artwork submitted for display on the Artists Showroom web-site is subject to review by Artists Showroom and Artists Showroom reserves the right to determine, in its sole discretion, whether the Artwork is in compliance with this policy.

Intellectual Property: Artists shall not submit any Artwork to which they do not own the copyright or have appropriate copyright license. Artists shall not submit any Artwork that is an unauthorized reproduction or modified version of a copyrighted work, or any Artwork which features the brand, logo, trademark, or trade name of any other person or entity.

Illegal Acts: Artists shall not submit any Artwork that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability under or violate any local, state, national or international law.

Artists Showroom acknowledges that artistic works can often push on the boundaries of acceptability. A judgment of what is acceptable and what is not is certainly a subjective judgment. In the case of content for this web-site, Artists Showroom will make this subjective judgment and will not accept Artwork that, at its sole discretion, falls into the any of the following categories:

Hate and Social Intolerance

Illicit Drugs and Drug Paraphernalia

Excessive Profanity of Sexually Explicit Language

Pornography

Excessive Violence

If Artists Showroom requests that the Artist submit alternative Artwork based on the above policies, the Artist will have the option of doing so or of canceling his participation in the Program with a full refund of any monies already tendered.

9. Modifications

Artists Showroom may at any time augment or enhance the current service with new features, with or without prior notification.

10. Termination of this Agreement

You agree that Artists Showroom, in its sole discretion, may, immediately and without prior notice, discontinue providing the website, or any part thereof. Artists Showroom shall have no obligation to preserve or return to Artist any images, files, or other Artist content related to your account. If you have paid for your subscription year in advance and your account is not being terminated due to your own violation of this Artists Agreement, then upon termination of the account, we will refund to you a pro rata portion of your annual account fee based on the unused portion of your fee. Other than as set forth in the preceding sentence, Artists Showroom shall not be liable to you or any third party for any termination to your access to the Program website. Should you object to any terms or conditions of the Agreement or become dissatisfied with the Program website at any time, your only recourse is to immediately discontinue your use of the Program website by terminating your account in writing to Artists Showroom.

11. Privacy Policy

We promise to never rent, sell or barter your email address or other contact information to third parties. We also will not make your email address available to third parties unless they are serving as a contracted suppression or broadcast vendor on our behalf. For our full Privacy Policy, please see our website.

12. Limitation of Liability

IN NO EVENT SHALL ARTISTS SHOWROOM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF ARTISTS SHOWROOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ARTISTS SHOWROOM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ARTISTS SHOWROOM FOR THE ARTISTS SHOWROOM SERVICES DURING THE TERM OF MEMBERSHIP.

13. Indemnification

You will indemnify and hold harmless Artists Showroom, their employees, directors, officers, agents, and their successors and assigns from any damages and expenses relating to the use of your account.

14. DISCLAIMER OF WARRANTIES

You use the Artists Showroom web-site at your sole risk. Artists Showroom is provided on an "as is" and "as available" basis. Artists Showroom expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Artists Showroom does not make any warranty that the web-site will meet your requirements, or that the services will be uninterrupted, timely, secure, or error-free; nor does Artists Showroom make any warranty that the results that you may obtain through the web-site meet your needs or that they will correct any software defects.