



oacgallery.com
505-842-8419
sbiondi@oacgallery.com

ARTIST CONTRACT

DATE 07. 18. 2013

OAC GALLERY'S TERMS AND CONDITIONS

OAC Gallery, LLC, provides a service for selling and purchasing original works of art (the "Services") through our website, accessible at www.OACgallery.com (the "Site"). Please read carefully the following terms and conditions ("Terms"). These Terms are legally binding and govern your use of the Site and Services.

ORIGINAL WORKS OF ART

As an artist, you may submit listings for one or more of your original works of art (the "Work(s)") that you desire to sell solely through the Site. The Work(s) must have been created by you and you may not submit listings for works of art that were created by anyone other than you. The Work(s) do not need to be one of a kind pieces but can be original works intended for reproduction. For instance you may submit a photograph that you intend to reproduce or one of a series of prints.

ARTIST APPLICATION

The first time you submit Work(s) for listing on the Site, you will be asked to create an account by completing our Artist Application. During the application process you will be required to provide certain information and you will establish a username and a password. You agree to provide accurate, current and complete information during the application process and to update such information to keep it accurate, current and complete. OAC Gallery reserves the right to suspend or terminate your account if any information provided during the application process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You will immediately notify OAC Gallery of any unauthorized use of your account. Upon OAC Gallery's acceptance of your Artist Application, you will become a "Listing Artist" on the Site.

SUBSEQUENT LISTING OF WORKS ON THE SITE

As a Listing Artist, you may submit listings for additional Work(s). OAC Gallery's curator team will review your submission, the Work(s), and your desired listing price(s). You will be notified via the phone or email contact information you provided in your application within two weeks of the date of your submission whether OAC Gallery will accept your Work(s). The acceptance or denial of your listing submission is at the sole discretion of OAC Gallery. However, you and OAC Gallery will agree on the initial listing price (the "Listing Price") of each Work(s) before acceptance will be considered final. Within one week of final acceptance, the accepted Work(s) will be listed for sale on the Site (the "Listed Work(s)") at the Listing Price. OAC Gallery reserves the right to edit your profile, and/or crop or resize the image of the Listed Work(s) to ensure the listing conforms with OAC Gallery standards.

Unless otherwise agreed to by OAC Gallery in writing, from the time that you submit Work(s) for OAC Gallery's listing consideration, until either (1) OAC Gallery decides not to list the Work(s), (2) you remove the Listed Work(s) from the Site, or (3) the Work(s) is/are sold by OAC Gallery, you agree OAC Gallery has the exclusive right to offer to sell and to sell the Work(s). You may work with other galleries to sell or display other of your original works of art and reproductions of the Listed Work(s), but if you list a Work on OAC Gallery's Site, it must be available for sale and shipment for the entire time it is listed.



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ONLINE SALES AND COMMISSIONS

You will be notified by OAC Gallery via the phone or email contact information contained in your profile within 24 hours of the sale of your Listed Work(s). You agree to ship the purchased Listed Work(s) to the purchaser within 10 calendar days of this notification. As explained more fully in the "Shipping of Listed Work(s)" section of these Terms, OAC Gallery will pay for shipping provided that you use an OAC preferred shipper account. If you do not ship the purchased Listed Work(s) to the purchaser within 10 calendar days of the date of purchase, then the sale may be cancelled.

OAC Gallery has a return policy with purchasers, which provides that under certain conditions, the purchaser may return the Listed Work(s) for a full refund within a certain period of time after delivery of the Listed Work(s) (the "Return Period"). When OAC Gallery was launched the Return Period was 10 calendar days from delivery, but that is subject to change. In any case, within 7 days of the end of the Return Period, OAC Gallery will mail you a check for 50% of the Listed Price.

SHIPPING OF LISTED WORK(S)

At the time that OAC Gallery notifies you that a Listed Work(s) has/have sold, you will be provided with the name and address of the purchaser. Unless otherwise instructed in writing by OAC Gallery, you will be responsible for packing and shipping the purchased Listed Work(s) directly to the purchaser. OAC Gallery will provide you with information regarding its preferred shipper(s) with which OAC Gallery will maintain an account. OAC Gallery will be responsible for the cost of shipping only if you ship the purchased Listed Work(s) using an OAC Gallery preferred shipper account. If you do not ship the purchased Listed Work(s) using an OAC Gallery preferred shipper account, you will not be reimbursed for the amount you paid for shipping. You are responsible for the cost of the packing material. OAC Gallery will provide shipping insurance and will work with you to resolve a claim if a Work is lost or damaged in shipping.

INTELLECTUAL PROPERTY RELATED TO THE SITE

OAC Gallery owns the intellectual property rights, including copyrights and trademark rights, to the Site, including rights to the text, graphics, logos, audio clips, digital downloads, software, applications, and the arrangement of images of listed works of art. You retain ownership of your copyright, but you grant OAC Gallery a non-exclusive, royalty-free license to display your Listed Works as an image on the Site for prospective buyers to view. Likewise, you retain your rights of privacy and publicity, but grant OAC Gallery the right to display on the Site any personal information or images that you have provided.

MARKETING

You also grant OAC Gallery the right to edit, crop, resize, and display your Listed Work(s), along with any other personal information or images you have provided, to be used in connection with any marketing or promotional materials, whether online or in print, and whether the materials will be used to promote OAC Gallery, the Site, the Listed Work(s), or you.

RESPONSIBILITY FOR WORKS

You acknowledge and agree that you are solely responsible for the Work(s). Additionally, you represent and warrant that (1) you are the sole creator of the Work(s), (2) that you are the sole and exclusive owner of the Work(s), and (3) that neither the Work(s) nor OAC Gallery's use and exploitation of the Works will infringe, misappropriate or violate a third party's intellectual property rights, moral rights, rights of publicity or privacy, or will result in the violation of any applicable law or regulation.



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TAXES

The Listing Price and Commission are stated in U.S. dollars and do not include any sales, use, value added, goods and services, or similar taxes or withholding taxes or any customs, duties, or tariffs that may be assessed by any governmental tax authority or that are otherwise payable under applicable law with respect to the purchase and sale of Listed Work(s). You may be required to complete certain tax forms prior to any Commission being paid.

COLOR

You understand and agree that OAC Gallery uses commercially reasonable efforts to display the colors of the Listed Work(s) accurately on the Site. However, because individual computer monitors may display colors differently, OAC Gallery is not responsible for the color accuracy of Listed Work(s) and disclaims all liability in this regard.

TERMINATION

You and OAC Gallery each have the right to terminate this relationship at any time for any reason. OAC Gallery may suspend or disable your account at any time without notice to you and you may cancel your account at any time by sending an email to info@oacgallery.com.

You and OAC Gallery each have the right to remove Listed Work(s) from the site at any time without notice to each other, unless the Listed Work(s) has/have already been purchased, in which case full compliance with these Terms is required. If you remove a listing from the Site, it is no longer considered a Listed Work(s) and all Terms that applied to Listed Work(s) no longer apply to that listing, except that the Terms contained in the "Marketing" section will survive until the OAC Gallery can reasonably remove the withdrawn listing from its promotional and marketing materials.

MODIFICATIONS AND INTERRUPTION TO SITE

OAC Gallery reserves the right to modify or discontinue the Site with or without notice to you. OAC Gallery shall not be liable to you or any third party should OAC Gallery exercise its right to modify or discontinue the Site. You acknowledge and accept that OAC Gallery does not guarantee continuous, uninterrupted or secure access to the Site, and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of OAC Gallery's control.

INDEMNITY

You agree to defend, indemnify, and hold OAC Gallery, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, OAC Gallery Services, or your violation of these Terms.

LIABILITY

To the extent legally permitted, OAC Gallery makes no implied warranties, terms or conditions. OAC Gallery shall not be held liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Site and Services. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Regardless, if OAC Gallery is found to be liable, its liability shall be limited to the total Commissions paid to you in the 6 months prior to the action giving rise to the liability.



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CONTROLLING LAW AND JURISDICTION

These Terms and any action related thereto will be governed by the internal laws of the State of New Mexico without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any such action will be in either the State or Federal courts located in Albuquerque, NM, and you waive any objection to jurisdiction and venue in such courts.

ENTIRE AGREEMENT

These Terms constitute the entire and exclusive understanding and agreement between OAC Gallery and you regarding the Site and Services and these Terms supersede and replace any and all prior oral or written understandings or agreements between OAC Gallery and you regarding the Site and Services.

SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given: (1) by OAC Gallery via email (in each case to the address that you provide), or (2) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.