# *Crystal Fine Art*

ONLINE GALLERY & STUDIO

## SLIDE ARCHIVE TERMS & CONDITIONS OF AGREEMENT

### 1. Parties

Scott Crystal D/B/A "Crystal Fine Art"(hereinafter "Curator") and the owner of artwork indentified below (hereinafter "Owner"). Curator hereby agrees to provide promotional services on the Internet for Owner. As the Owner's promoter, Curator is acting as an independent contractor. This agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Owner and Curator. The promotion period is: (PLEASE PRINT)

Start Date _____ Close Date _____

Owner resides at _____

Phone _____ Fax _____ Email _____

*The Owner's name is identified below*

Owner's Name _____

*If Owner is represented by an Authorized Artist Agent or Representative, the name is identified below*

Authorized Artist Agent and/or Representative's Name _____

### 2. Submission

Owner understands that the Curator will review an application provided by Owner and accompanying portfolio materials. Owner must complete and send the Slide Archive Application and Slide Archive Inventory along with this agreement and payment.

Owner understands that the Curator reserves the right to include or not include any materials, in Owners portofolio for consideration, including, but not limited to, biographies and statements.

### 3. Acceptance or Rejection

Owner understands that the Curator reserves the right to reject the submission and request for promotion without explanation. Owner understands that the Curator reserves the right to reject any single piece or multiple pieces of the work(s) submitted for consideration.

If the Curator accepts any work(s) from Owner's submission, Owner understands that the Curator will act as his or her promoter until Curator is informed in writing that it's services are terminated. As the Owner's promoter, the Curator will make available on the Internet reproductions of the Owner's artwork and other materials Owner has submitted. Furthermore, for any and all materials which Owner submits to the Curator, Owner gives the Curator complete and full permission to include, copy, display, reproduce, transmit, distribute, and/or use these materials for the purpose of promoting these materials on the Internet and through the IAEP (International Art Exchange Program).

### 4. Artwork Sales

Curator will put for sale Owner's works at a commission fee of **50%** closing price actually recieved. Owner also understands that the Curator does **NOT** guarantee any sale(s) of the Owner's work(s). Likewise, Owner understands that Curator cannot provide Owner's contact information, including but not limited to address(s) and telephone number(s), on www.crystalfineart.com. Furthermore, Owner agrees to allow the Curator to use any testimonial or comment Owner may have, regarding "Crystal Fine Art" and/or their products or services, free and clear of any fees or encumbrances.

Owner understands and agrees that the Curator will retain all materials the Owner submits, including but not limited to photographic slides and written materials. After termination of this Agreement, Owner understands that the Curator will return the Owner's materials to the Owner only upon my written request, by way of prepaid courier service only and solely at Owner's expense.

### 5. Promotion Fee and Payment**

The fee for the above promotional period is $50 for posting the first image and $40 for each additional image of (4"x6", 5"x7""or 8"x10") photographs or (35 mm) slides. The fee for above promotional period is $40 for posting the first image and $35 for each additional image of Web-ready* images (described in Slide Archive Introduction & Instructions). Payment for submission is due upon delivery of Slide Archive Application, Slide Archive Inventory and Slide Archive Terms & Conditions of Agreement. Promotion Fee and Payment is non-refundable.

## 6. Representations and Warranties

Owner represents and warrants that he/she is the owner and/or authorized agent of all right, title, and interest, including copyrights, in the artwork submitted to the Curator. Owner warrants that he/she is the author/ or owner and / or authorized agent of all art work(s). Owner warrants to the Curator, that all art work (s) that he/she submits are original works of authorship; and that all art work (s) that he/she submits do not infringe or otherwise conflict or interfere with any rights whatsoever of any other person or party.

Owner represents and warrants that the material which he/she has submitted does not contain any matter that is obscene or libelous, violates any person's right of privacy or right of publicity, or infringes any third party's copyright or trademark.

Owner certifies and pledges that he/she is not engaged in any exclusive agreement(s) with any person(s) or entities, which would prevent he/she from entering into this contract with Curator. Likewise, while under contract with Curator, Owner guarantees he/she will not enter into any exclusive agreement(s)with any person(s) or entities until he/she receives a written release from Curator. Furthermore, Owner understands that this agreement with Curator allows he/she to enter into other nonexclusive standard agreements for additional promotion.

Owner agrees to indemnify Curator against, and hold it harmless from, any and all damages, losses and/ or expenses, including reasonable attorney fees incurred in any and all legal or equitable actions against the Curator resulting from any breach of his or her herinabove representations or warranties.

## 7. Shipping and Delivery

Owner is responsible for shipping and delivery of artwork to Curator at Crystal Fine Art, 839 Albany Street, Boston, MA 02119 in event of a sale or request for a client review of Owner's artwork. Curator is responsible for shipping the artwork to Client from Crystal Fine Art, 839 Albany Street, Boston, MA 02119. Curator is not responsible for artwork , while in transit, lost in mail , misdelivered or any consequential damages as result of shipping and delivery.

## 8. Release

Owner releases and forever discharges Curator and their successors and assigns, of and from all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity for any and all copying, reproduction, distribution, transmission, publication, display, or derivation of any art work(s) and /or materials he/she submits to the Curator.

## 9. Termination of Agreement

The term of this agreement is for the promotional period identified above unless renewed in writing by the Owner for subsequent periods of time. Private sales of artwork by the Owner undertaken during the above identified promotion period shall be prohibited and Owner agrees that any such sale will be a violation of this agreement.

## 10. Merger and Governing Law

This agreement contains the full and complete understanding between the parties. No other promises of representations have been made between the parties. This agreement shall be construed and interpreted under the laws of the State of Massachusetts.

* Web-ready described in Slide Archive Instructions ** These prices are valid until December 31, 2001

I have read, understand and agree with all conditions set forth in the terms of this contract. I also certify that all responses on this application are truthful and accurate.

By Curator: (print name) _____ Signed _____ Date: _____

By Owner: (print name) _____ Signed _____ Date: _____