



ARTIST REPRESENTATION TERMS & CONDITIONS

INTRODUCTION

EASEL ART SPACE has an online art gallery component that facilitates the buying and selling of original artwork by Artists practicing in Australia or overseas.

This Agreement describes the general terms and conditions applicable to the representation of the Artist (you) on the EASEL ART SPACE website. You must read, agree with and accept all of the terms and conditions contained in this Agreement before you may be represented on the website.

This Agreement is between EASEL ART SPACE (under the auspices of Synergy: Engineering, Art and Science Pty. Ltd ABN 17 281 337 838 known as the "Company"), and the Artist (you). All works of art are referred to as "Artwork."

The Company owns and operates the e-commerce site www.TrimArt.com.au, we serve as a broker selling artwork for a commission.

The Company does not transfer legal ownership of items from the seller to the buyer. The Company provides the online platform EASEL ART SPACE through which exhibiting artists can make their work available for sale.

The artwork offered on EASEL ART SPACE consists of original works of art, drawings, paintings, photographs, limited edition prints, ceramics, sculpture and fabric work.

The Artist guarantees that all statements made by the Artist to the Company (for example, in the Artist Application) are true, complete, correct and not misleading in any respect.

THE COMPANY AND THE ARTIST AGREE ON THE FOLLOWING:

1. Artist Eligibility

Artists who are resident in Australia or who practising art overseas are eligible to apply for representation. The Artist agrees that these Conditions of Sale do not infringe any agreements entered into with any other person, including but not limited to agreements with art galleries and other potential sellers of the Artist's artwork.

EASEL ART SPACE does not require exclusivity. However, artworks exhibited on the EASEL ART SPACE website are not be used in Group or Solo Exhibitions at other Galleries or displayed on the Artist's social media, while displayed on the EASEL ART SPACE website.

2. Approval of Artist

The Company will maintain the right to the final decision over who is accepted for representation on the EASEL ART SPACE website. The Company will have the right to withdraw any artist from the website or exhibitions immediately, without notification if in breach of these Terms and Conditions.

Artists must not provide false information of any kind including, but not limited to, availability of work, editions of work, qualifications or University of study. Any breach of this will result in the contract being potentially terminated and possible legal action being taken.

3. Approval of Artwork

The Company will delete digital images of an Artist's artwork that is not accepted for display on EASEL ART SPACE.

The Artist grants the Company the right to display the Artist's approved artwork, artist statement, CV, videos and photographs on EASEL ART SPACE. The Artist's artwork is offered for sale in accordance with the terms of this Agreement.

The Company will assert the Artist's moral rights not to have artwork treated in a derogatory way (by any addition, deletion, alteration or amendment) whenever it is seen in public and we will give you full credit as the author wherever your artwork is shown.

The Artist warrants: they have full and complete ownership of any artwork you make available for sale through EASEL ART SPACE. The Artist owns the copyright to any artwork offered to EASEL ART SPACE for reproduction or make available for sale.

4. Quality of Material

The quality of artwork photographs is vital because this enables EASEL ART SPACE to use the image for the purpose of marketing you and your artwork.

All artwork entries including photographs are reviewed for quality and the Company reserves the right to disallow poor photographs and/or inappropriate material from being displayed.

Images must be high resolution in JPG format and a minimum size of 1000 pixels wide or high at 150 resolution.

5. Exhibitions

Should the Artist wish to include artwork from their EASEL ART SPACE portfolio in a Group or Solo Exhibition, the Artist must notify EASEL ART SPACE and we will deactivate the artwork on our site for the duration of the exhibition.

6. Auctions

From time-to-time EASEL ART SPACE will run auctions of exhibiting Artist's works. Inclusion in these Auctions will be subject to each artist's individual choice.

The reserve price set for the Auction will be at the Artists discretion. The Artwork will not be sold if the reserve price is not met. 10% GST and EASEL ART SPACE's usual commission rate of 35% apply.

7. Pricing of Artworks

Making artworks available for sale through EASEL ART SPACE is completely free, as long as both the artist's artwork and portfolio are of a high quality. If the portfolio is not to Easel Art Spaces quality we will support the artist in meeting the requirements for a fee of \$100. The Company covers the cost of displaying and promoting your artwork.

It is our goal to provide professionally minded artists with an opportunity to build and further their art careers.

All prices shown on the EASEL ART SPACE website are in Australian Dollars (\$AUD) in the first instance. Prices of artworks are established at the discretion of the Artist in negotiation with EASEL ART SPACE's art advisors including an allowance of 10% for gst.

EASEL ART SPACE's prices once fixed are non-negotiable. The Company will not discount, mark-up or have the right to re-value the Artist's artwork after the final price is set.

It is understood that the price agreed to by the Artist is similar to that for works marketed through other galleries and on social media

Upon a successful sale, the Company will charge a Sales Commission after GST.

Any changes to our fee structure will be effective after we provide our artists with at least fourteen days' notice by text and email.

8. Commission Fees

The Company will take a 35% commission after 10% gst is applied, on the price of an artwork as set by the Artist. The Artist is not responsible for any shipping fees within Australia.

EASEL ART SPACE will charge shipping if the Artist is located outside Australia.

9. Artwork Sales

The Artist will be notified of a sale by text message and email. The Artist shall respond within 24 hours to the Company following an enquiry from a prospective buyer. The Artist has the following obligations in completing the transaction:

a. The Artist must ensure the artwork is easily available for collection and shipping within 3 business days of receipt of the notification of the sale. The Artworks are to be collected on an agreed date and time. Prior to an Artist taking leave they must provide the Company with alternative contact and collection details.

b. The Company facilitates the shipping process on behalf of the Artist. This is designed to provide the buyer with a seamless purchase process through the EASEL ART SPACE portal. The Artist will indemnify the Company, its officers, directors, employees and agents, from any claims for damage to artwork that may occur during transit from the Artist to the buyer.

Please note that courier companies will not insure artwork against damage, and it is the responsibility of the Artist to insure the work whilst in transit should they deem it necessary to do so.

The Company will not compensate the Artist for artwork that arrives at its destination damaged. The buyer will receive a full refund and the artwork will be returned to the Artist.

c. The Artist must print (in colour) and sign a certificate of authenticity (COA), which the Company will provide to the artist for inclusion when they package their artwork.

d. Artwork must be packaged by the Artist ready for collection to ensure safe delivery. The Artist will not be compensated for artwork that arrives at its destination damaged owing to insufficient packaging, and the Artist will refund The Company for all shipping and banking fees incurred as a result of refunding the buyer.

e. No artist contact details are to be on, or included in, the artwork package.

f. Should an artwork which is listed on our site become unavailable it is the responsibility of the Artist to notify EASEL ART SPACE immediately and we will deactivate it on the EASEL ART SPACE website. If an artwork is sold through EASEL ART SPACE when it is no longer available, the Artist is responsible for the credit card company cancellation fee or applicable bank charges and will refund the Company.

g. The Company operates a 14 Day Money Back customer refund policy provided the work is returned to EASEL ART SPACE in its original condition.

10. Payment to Artist

Payment to the Artist following the sale of an artwork will be made within 15 business days of delivery to the Buyer. The Artist will be paid the price of the artwork less the Sales Commission.

11. Artwork Returns

Artwork that is returned within the Company policies will be sent from the buyer to the Artist. The artwork will no longer be considered sold and no money will be paid to the Artist.

The Artist will not incur any costs involved in the return unless they have provided the incorrect artwork, false information, or withheld information relating to the condition and sale of the artwork.

12. Company as Broker

The Company has no relationship with the Artist except for offering EASEL ART SPACE as a platform that allows registered artists to offer and sell artworks at any time, from anywhere, at a fixed price.

We have no control over the safety or legality of artworks. You the Artist accept sole responsibility for the legality of your actions under laws applying to you.

The Artist is responsible for paying any tax that is due as a result of sales of the artwork through the EASEL ART SPACE website. The Artist is responsible for co-operating with the Company in all matters requested including all arrangements for defective or damaged artwork.

It is recognised that both parties are independent, and neither is the agent, independent contractor, a joint venture partner, or employee of the other.

13. Manipulation

Any contacts made through EASEL ART SPACE may not be followed up privately by the artist for a period of 1 year following any termination of their contract with the Company.

If contact is made by either the Artist or the buyer, the Company must be informed by the Artist. Artists must never contact EASEL ART SPACE buyers/clients to offer artworks or services if the contact was as a result of, or originated from a EASEL ART SPACE introduction, or showcase either online or offline.

14. Copyright

The Artist is required to sign their artwork and provide a Certificate of Authenticity to their buyers. The Artist guarantees that the artwork submitted to the Company is original work and does not infringe the copyright or other intellectual property rights of any third parties.

The Company might like to use images of artworks made available for sale for advertising and promotional purposes without the need to request the Artist's permission at the time. When the Artist agrees to make artwork available for sale they grant EASEL ART SPACE a nonexclusive, worldwide, irrevocable, royalty-free right to exercise the copyright, publicity, trade-marks, database rights and intellectual property rights held by the Artist in the artwork, to be copied, published, translated and distributed in any medium and in any form for advertising and promotional purposes for the duration of this Agreement. EASEL ART SPACE reserve the right to resize or crop an image and to use a detail from an image only.

We confirm the Artist will retain the copyright in any artwork sold on their behalf and copyright cannot be sold by EASEL ART SPACE without the Artist's prior written consent and for an additional fee to be agreed.

15. Our Rights

The Artist or the Company may terminate this Agreement by giving 30 days' written notice to the other party.

The Company may terminate this Agreement:

- a. Immediately should the Artist breach any of the terms of this agreement;
- b. If an artist has failed to sell any work or rarely submits new works after 6 months of being on the site, at EASEL ART SPACE's discretion, their work may be removed to allow another artist space.

The time period and conditions under which each Artist's web space is allocated is subject to change.

The Company undertakes to delete digital images and associated information on termination of this Agreement with the Artist.

16. Indemnity

The Artist will indemnify the Company, 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 the Artist's access to, or use of, EASEL ART SPACE or any violation of these Terms.

17. Liability

The Company will not be liable for any loss of revenue or damages arising in connection with this agreement. The Company will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damage arising out of or in connection with this Agreement.

The Company has no liability of any sort (including liability for negligence) for acts or omissions of other providers of telecommunication services or for faults in or failures of their networks and equipment.

The Company makes no representation that the operation of EASEL ART SPACE will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or downtime.



ARTIST AGREEMENT TO TERMS AND CONDITIONS OF EASEL ART SPACE REPRESENTATION

Please indicate your agreement with the **TERMS AND CONDITIONS OF EASEL ART SPACE GALLERY ARTIST REPRESENTATION** by checking the box and THEN signing this document in the space indicated.

ARTIST CONTACT INFORMATION

We will use the information you provide to contact you. If you wish to make any changes please notify us in writing through email to admin@easel.art.space.com

Changes will become effective when you receive a confirming email from EASEL ART SPACE.

LEGAL NAME: _____

DATE OF BIRTH: _____ EMAIL: _____

WEBSITE: _____

SOCIAL MEDIA: _____

ADDRESS: _____

TOWN: _____ STATE: _____

PROMOTIONAL NAME – do you use another name to sign your work

ARTIST NAME: _____ DIRECTOR: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____