



The Heart of the Artist Artist Agreement

This agreement states the terms upon which **The Heart of the Artist** will exhibit, market, and sell the work of the Artist and the Artist's commitment to **The Heart of the Artist** in consideration thereof.

The Heart of the Artist exhibits online, markets, and sells fine art and fine crafts via **The Heart of the Artist** website, e-mail, affiliate programs, and other media. **The Heart of the Artist** provides the Artist with all sales and transaction processing services, presence on **The Heart of the Artist** website, and a money back guarantee to the customers of **The Heart of the Artist** website. **The Heart of the Artist** maintains high standards.

In consideration thereof, the Artist agrees to the following terms and conditions:

1. Fees and terms:
 - a. The Artist agrees to pay an annual fee of \$100 if paid in a lump sum, or \$10 a month if billed monthly. (This fee may be waived in consideration for promotional incentives).
 - b. Annual membership will renew automatically each anniversary date unless the artist requests to withdraw in writing or through **The Heart of the Artist** website.
 - c. If an artist's fees are in arrears more than 45 days, the artist will be removed from **The Heart of the Artist** website and any marketing vehicles.
 - d. The Artist fees do not include services such as image retouching, photography of items, or charges for other specific services.
2. Rights
 - a. An Artist must hold all Intellectual Property Rights to submitted work and the images of that work. Intellectual Property Rights include all copyrights, trademarks, trade names, service marks, moral rights, rights of privacy or publicity, patents, rights of attribution, or any other intellectual property rights of any other person relating to the works offered through **The Heart of the Artist** website or the images provided for publication.
 - b. Artist must hold all publication rights as secured from the photographer of Artist's images provided to **The Heart of the Artist** for marketing Artist's work.
 - c. The works that the Artist offers for sale through **The Heart of the Artist** website must not violate any law or regulation.

- d. Any violations of these areas is the Artist's responsibility and Artist will indemnify **The Heart of the Artist** for any costs and expenses **The Heart of the Artist** may incur arising from such violations (including, without limitation, all attorney's fees).
3. Availability of Artist's work
 - a. Artist must maintain that all work marketed through **The Heart of the Artist** is available for sale as depicted and described and that Artist can meet obligations for shipping all purchased items within established timelines.
 - b. If an cannot be produced, if it is changed in appearance or description, or in the case of one-of-a-kind work, if the item becomes unavailable for sale, the Artist must immediately replace or remove the item.
 - c. Artist is responsible for following prescribed procedures and utilizing tools provided by **The Heart of the Artist** for managing all listed artwork available for sale, including images and descriptions of artwork, pricing, and estimated shipping deadlines.
 - d. The Artist will promptly acknowledge all orders committing to them via tools provided by **The Heart of the Artist** and will notify **The Heart of the Artist** if shipment is not possible on or before the estimated due date.
 - e. Artist agrees to maintain an active business and will notify **The Heart of the Artist** in the case of a change in Artist's business or availability of artwork.
4. Pricing:
 - a. Artist is responsible for setting the retail price for his/her work. Artist will receive a 75% commission on the retail price of all shipped sales.
 - b. Artist is responsible for all costs of his/her work, including packaging for shipment. Retail prices should set accordingly.
5. Payment Terms:
 - a. Artist will receive commission on sales approximately 30 days after shipment, unless the customer notifies **The Heart of the Artist** of a return.
 - b. **The Heart of the Artist** permits customers to return items for any reason (except for custom orders) as long as **The Heart of the Artist** is notified within 14 days of delivery. Artist agrees to accept all returns as authorized by **The Heart of the Artist**.
 - c. Artist agrees to inspect returns promptly. In the event that artwork is damaged during the return process, Artist will hold all shipping materials for inspection by the shipping carrier and will notify **The Heart of the Artist** of in order to file a damage claim with the shipping carrier.
 - d. **The Heart of the Artist** of will pay artist for items damaged in the return process upon successful completion of a damage claim. If artwork is damaged by the customer, or damaged in transit because of poor packaging by the customer, **The Heart of the Artist** will not credit the customer for the return and will pay the Artist as soon as the matter is resolved with the customer.
6. Packaging and shipping:
 - a. Artist will ship to customers using **The Heart of the Artist** established shipping accounts using **The Heart of the Artist** shipping tools.

- b. **The Heart of the Artist** will pay shipping and insurance charges directly to established shipping carriers. If Artist needs to use an alternate carrier, pre-approval by **The Heart of the Artist** is required to be eligible for reimbursement. When alternative carrier is used and approved by **The Heart of the Artist** of, reimbursement will be provided to the Artist consistent with **The Heart of the Artist** payment policies as established in Section 5.
 - c. In the event that artwork requires special crating, such as furniture, Artist will provide **The Heart of the Artist** of with the cost of crating at the time of loading artwork data onto **The Heart of the Artist** website.
 - d. **The Heart of the Artist** of assumes ownership of the Artist's work at the time the work is delivered to **The Heart of the Artist** of designated shipping carrier. In the event of damage in transit to the customer, **The Heart of the Artist** of will file a claim with the carrier, provided the artwork was properly packaged. If the claim is successful, Artist will receive his/her standard commission based on the retail price of the work.
 - e. Artist
7. Advertising and Promotion
- a. **The Heart of the Artist** may advertise and promote the work of the artist in a variety of ways, including: permitting other websites to display images or link to **The Heart of the Artist** website, media advertising, publicity (including press releases and placement of photos in media stories), newsletters, blogs, and emails or feeds to prospective customers. Artist authorizes **The Heart of the Artist** to use, copy, modify, distribute, and publicly display images of the Artist and the Artist's work, as well as attribute the work to the Artist by use of the Artist's name, picture, or artistic biography.
 - b. **Artist authorizes The Heart of the Artist** to use images of Artist's work in publications that may be offered free or sold to the Trade or Public, and attribute the artwork to the artist.
 - c. **Artist agrees to provide professional photography for each item submitted to The Heart of the Artist** and authorizes **The Heart of the Artist** to use this image in catalogues, books, videos or any other media **The Heart of the Artist** deems appropriate to promote the Artist's work.
 - d. Photography credits will NOT accompany images used for publicity by **The Heart of the Artist**.
8. Communication between Artist and **The Heart of the Artist**:
- a. **The Heart of the Artist** will communicate with the Artist through **The Heart of the Artist** website and through email. The Artist must maintain an active email address and a computer with Internet access. Artist must keep up with receiving orders, confirming scheduled ship dates, shipping merchandise and maintaining accurate turnaround times.
 - b. Artist must inform **The Heart of the Artist** in the case of illness, planned travel, emergency studio closures, or any other circumstance that would affect the fulfillment of orders.
9. Communication with customers:

- a. Orders received from customers, and all information about those orders and customers, are the property of **The Heart of the Artist**. Artist will not solicit customers to directly purchase artwork from the Artist.
 - b. To preserve Customer privacy rights, Artist will not contact customers directly, for any reason other than to ship the ordered items, unless requested and authorized by **The Heart of the Artist**.
 - c. In order to present a consistent look and brand presence to the customer, **The Heart of the Artist** will provide labels, package inserts, and other materials to be used with work shipped to customers by **The Heart of the Artist**.
 - d. Artist agrees NOT to insert any of Artist's own advertising materials (with Artist contact information) in any order to customers of **The Heart of the Artist**. Resumes, bios, or Artist's materials that do not include contact information may be included in the packaging.
10. Internet Restrictions:
- a. Artist agrees NOT to pay for or bid on merchant trademarked keywords and/or brand terms (i.e. **The Heart of the Artist**) on any search engine as part of a paid search or pay per click campaign.
11. Hazardous Materials:
- a. Artist's work must comply with all applicable rules and regulations and be safe and fit for the intended use.
 - b. If artist uses products or materials known to be hazardous to humans or animals under any circumstance, Artist agrees to notify **The Heart of the Artist** so that information can be provided to consumers.
12. Terms and Termination:
- a. The term of this agreement is One (1) year. This agreement will automatically renew for consecutive one year periods unless terminated by either party in writing or via email at least 30 days in advance of the end of the term. The warranty and indemnification provisions shall survive termination with respect to any actions arising from activities prior to the termination.
13. Miscellaneous.
- a. To the extent that either party provides services to the other, the parties are independent contractors. This agreement does not constitute a joint venture or partnership between the parties.
 - b. Neither party nor its employees or agents are employees or agents of the other party.
 - c. The Artist is responsible for filing his/her own tax returns and all other requirements normal to an independent businessperson.
 - d. The validity, construction, and enforcement of this agreement will be determined in accordance with the laws of the state of California, USA, without reference to its conflicts of laws and principles.
 - e. The provisions of this agreement shall be considered severable, so that the invalidity or unenforceability of any provisions will not affect the validity and enforceability of the

remaining provisions, provided that no such severability shall be effective if it substantially changes the economic benefit of this agreement to either party.

- f. The failure of either party to require the performance of any item or obligation of this agreement, or the waiver of either party of any breach of this agreement, shall not act as a bar to subsequent enforcement of such term of obligation or be deemed a waiver of any subsequent breach.
- g. This agreement is the entire agreement between the parties with regard to the subject matter of this agreement, and supersedes and incorporates all prior or contemporaneous representations, understandings, or agreements, and may not be modified or amended.

14. Acceptance:

The artist accepts this contract in full by checking this box:

Signatures:

Artist name (please print) _____

Artist signature _____

Date _____

Emily Thiroux for **The Heart of the Artist**

Signature _____

Date _____