

ARTIST AGREEMENT

The following terms and conditions apply to sellers (“Artists”) who offer their Artwork for sale accessible at www.artcircle.commonweal.org (“the Site”). By participating as an Artist and sharing your original or reproduced Artwork (“Artwork”) to be viewed, accessed, and purchased by site users (“Buyers”), you indicate your acceptance of the terms and conditions of this agreement (“Agreement”). If you breach these terms, Commonweal reserves the right to suspend your privileges as an Artist on the Site, and consequently suspend the marketing and sales of your Artwork on the Site. As an Artist participating on the Site, you agree to these terms. **Please read them carefully.**

Scope of the Agency Relationship

Commonweal shall act as your non-exclusive agent for the exhibition and sale of Artwork for a limited exhibition period agreed to by Artist and Commonweal. Commonweal will keep records of all Artwork sold on the Site, notifying you when transactions are complete and when to proceed with shipping. Artists must agree to use UPS or FedEx to package, ship, and insure all artwork to customer. Artists must also send notification of shipping to Commonweal, in addition to customer, with UPS or FedEx issued tracking number.

Submission of Artwork

You must have the right, title and ownership interest in the Artwork, and the Artwork must not be subject to any ownership, lien, encumbrance, copyright infringement, or other claim by any person or entity.

All Artwork submitted for jury review must be presented as a professional high resolution (300 dpi, not larger than 1200x900 pixels) JPEG image, and include the following:

1. Title, Date of Completion, Medium, Dimensions.
2. Sale price.
 - You will receive 50% of your stated sales price; Commonweal’s Cancer Help Program will receive the remaining 50%.
 - Include the cost of shipping, packaging and insurance separately.
3. Photographer credit for whomever holds the exclusive copyright of the photograph.
4. Watermarked, copyright-protected version of the photograph for use on the Site, if applicable.

In addition to the above Artwork image requirements, you must complete the Artist Application and provide the following:

1. Each artist is asked to submit an artist statement, not to exceed 200 words. Additionally, we ask artists to include stories/reflections/influence of cancer in your life (not to exceed 400 words), a short inspirational quote which will be included on artist’s page and our blog.
2. Your website link will be displayed publicly on your Artist Profile page. You may also include blog address and Twitter user name.

3. If you would like a portrait photograph to appear on the Artist Profile page, please include it as a JPEG file, along with the photographer's exclusive copyright of the photograph.

Pricing

Upon acceptance of your Artwork on the Site, your Artwork will be priced at the value stated in your application, unless we have notified you otherwise. Please remember the price of your work shown on the Site must indicate the costs of shipping, packaging, and insurance separately. Commonweal will collect sales tax as appropriate.

Payment & Shipping

Please read the following payment and shipping terms carefully!

1. When a buyer makes a purchase on our site, he or she will be directed to PayPal to complete the transaction for the cost of the Artwork as valued, shipping/insurance, and state sales tax.
2. You will be notified when the transaction is complete and payments have been received by Commonweal.
3. You will be expected to pay costs of using UPS or Fed Ex for packing, shipping and insurance to ship the Artwork in a reasonable and timely manner to the buyer's chosen address. You will be expected to provide the shipment and tracking information to the buyer and to Commonweal.
4. Commonweal will send you 50% of the sale price of the Artwork Commonweal will retain 50% commission of the sale price for the Commonweal Cancer Help Program. The cost of shipping and insurance will be reimbursed to you with your commission payment. Commonweal will mail you a check within 30 days of the purchase date.
5. You must notify Commonweal of any changes in your contact information, to avoid lost checks.

Transportation of Artwork

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of artworks:

1. Delivery of the artwork from the artist to the purchaser shall be borne by you, the Artist, at the time of purchase.
2. You agree to use UPS or FED EX for packing, shipping, and insurance.

Loss or Damage of Artwork

You are responsible for insuring the Artwork. You must ensure that the buyer has all the necessary shipment and tracking information for the Artwork. In the event of loss or damage of insured Artwork, all reimbursement funds from the shipper must be directed to the buyer. The buyer must file a damage claim with the shipping company for reimbursement. The buyer must return all damaged artwork and packaging to the shipping company when placing a damage claim.

Exchange Policy

All sales of Artwork on the Site are final – **except when damage while in transit has occurred.**

In the event a piece arrives damaged, the Buyer must contact you within five (5) business days of receipt of package, and request an exchange for a new piece.

In the event the artwork was one-of-a-kind, the Buyer has been advised to avail him/herself of the insurance claims process. Commonweal expects the artist to assist the Buyer should they have questions during this process.

Reproduction

The artist reserves all copyrights for the reproduction of the Artworks except as noted in writing to the contrary. In every such use of your Artwork images for publicity or promotion, you shall be acknowledged as the creator and copyright owner of the Artwork.

Publicity and Promotion

You agree that Commonweal is a venue for the promotion, publicity, and sale of your Artwork. Commonweal ensures high quality presentations of Artwork and promotions via digital postings, search engine recognition and media exposure. You agree that Commonweal may use your accepted Artwork, with artist credit and copyright, for the purpose of marketing, publicity and promotions.

Indemnification

You agree to defend, indemnify, and hold harmless Commonweal and all of its directors, officers, employees, representatives, affiliates, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorney's fees and litigation expenses) relating to or arising from your use of the Site, the sale and transportation or delivery of Artwork, and/or any breach by you or other site users of these Terms and Conditions.

Governing Law and Jurisdiction

By accessing, viewing, or using the material on this Site, or selling Artwork via the Site, you consent to the jurisdiction of the federal and state courts presiding in the State of California, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. You agree that any dispute arising from, or in connection with, this Agreement or your use of the Site shall be governed by the laws of the state of California without regard to its choice of law provisions. You agree that ANY AND ALL disputes arising from, or in connection with, this Agreement or your use of the Site will be brought in a state or federal court located in **Marin County, California**. You expressly submit to the personal jurisdiction of the courts of Marin County, California for the purposes of litigating all such claims. For purposes of jurisdiction and venue, you and Commonweal agree that this contract, though entered into over the internet, is to be taken as having been executed in Marin County, California. If for any reason a court of competent jurisdiction finds any provision of these terms and conditions of use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms and conditions of use, and the remainder of these terms and conditions of use shall continue in full force and effect. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

Name (Printed): _____

Signature: _____ Date: _____

Please sign and date this agreement and send to:

**Commonweal
c/o Patty Schmidt
PO Box 316
Bollinas, CA 94924**