

# **ARTIQUE ARTIST MEMBERSHIP AGREEMENT**

This Agreement governs the terms by which members of Artique Gallery Ltd obtain the right to use Artique Gallery Ltd Archive to exhibit their art and photographs through the web site located at [www.artiquegalleryltd.co.uk](http://www.artiquegalleryltd.co.uk) (the "Site"). This "Artist Membership Agreement" the terms of this Agreement shall govern.

## **1. Standard Agreement Terms:**

We hereby accept that your image license is not transferable. You the artist are permitting Artique Gallery Ltd to publish your images for use on its website [www.artiquegalleryltd.co.uk](http://www.artiquegalleryltd.co.uk); under the terms of this Artist Membership Agreement. All copyright and other intellectual property rights relating to your images are authorised for use by Artique Gallery Ltd, by permission of the artist. The artist copyright remains his or hers direct.

## **2. Agreed Artist Payments:**

- a) Artique gallery ltd agrees to pay the artist 15% commission of the wholesale sale price excluding VAT on these listed paper products;
  - i) Greetings cards
  - ii) Mounted/Matted Prints
- b) Artique gallery ltd agrees to pay the artist 6% commission of the wholesale sale price excluding VAT on these listed reproduction products;
  - i) Canvases
- c) The artist will receive a payment for all products sold with their images on. These payments will be paid directly into their bank account on the last day of every month in arrears

Artique Gallery Ltd will use all images provided by you on their on-line gallery on its website. Your images will be marketed for all (permitted Usages) listed below. For clarity, we may use your images for product sales, licensing and publications agreed by you. The original image cannot be modified or transformed. Percentage royalty payments for other products outside the above listed usages will be negotiated by Artique Gallery at the time of enquiry by the client.

## **3. Original Art Pieces:**

Original art pieces will be offered to Artique Gallery's Clients. The Artist will agree to pay Artique Gallery a 40% agency fee, for each piece sold. Artique Gallery is not responsible for dispatching Original art pieces; this is the sole responsibility of the artist. The artist is also responsible for the delivery costs directly. Artique Gallery Ltd is not liable for any damages for goods in transit; the artist will cover this cost. The cost of the original piece plus the agency fee is paid to Artique Gallery directly by the client. The artist agrees not to accept payments of any kind by Artique galleries clients for art pieces listed under the terms of agreement.

## **4. Artwork/Proof Sign Offs:**

The artist has permission from Artique Gallery to sign off pantone colours and copy contents before printing commences. Once the artist has signed the proofs off, Artique Gallery Ltd or the Printing Company are not responsible for mistakes, changes in colours or any other discrepancy that the artist has.

## **5. Obtaining Images:**

Internet downloads will not be allowed from Artique Gallery Ltd Website all images have to be purchased through the website secure payment system or sales agents, all art shown in the

gallery will be watermarked for none transfer or copy, the right click save button will be disabled to prevent copy. Artique Gallery cannot be held responsible should an image be copied from the website.

## **6. Permitted Uses:**

(a) Permitted Uses. The following are "Permitted Uses" of image:

1. Greeting cards and promotional postcards, mounted/matted prints and canvases, gift bags, wrapping papers, gift tags, roll wraps, counter wrap, advertising and promotional projects, including printed materials, product packaging, catalogues, brochures, books and book covers, magazines, newspapers, editorials, newsletters, commercial usage or product development, prints, posters and bill boards.
2. Badges t-shirts, bed linen, or any other fabrics or clothing or promotional materials
3. Any other uses approved in writing by Artique Gallery Ltd.

## **7. Term of Agreement**

This Agreement is effective until it is terminated. You can terminate this Agreement at the end of each membership year. The Agreement also terminates without notice from Artique gallery ltd if at any time you fail to comply with any of its terms. Upon termination, we will immediately (i) remove all images from the website (ii) destroy or delete all copies and archived images; (iii) You must confirm in writing to Artique Gallery Ltd the termination of your agreement.

Artique gallery reserves the right to remove all images from its gallery if an artist fails to comply with the terms of agreement without notice. If a artist is found to (i) agree to elect another publishing company under the terms of this agreement (ii) to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. (ii) You agree not to use any images supplied under the annual membership for any other publications without permission, all commission payments and royalty fees will be due to Artique Gallery Ltd. (iii) You fail to comply with any part of the terms and conditions set by Artique Gallery Ltd. (iiii) If an artist or photographer is found to have revoked the terms and conditions of usage Artique Gallery will charge the artist for each product produced with their images on the full production costs incurred for publication for each image supplied.

(iiii) If you fail to pay the required annual membership fee laid out below.

## **8. The Website**

The Website acts as an archive of art and photographs between those who provide images to the Site and those who wish to use or purchase such images. Artique Gallery Ltd grants no rights and makes no warranties regarding the use of names, people, trademarks, trade dress, patented or copyrighted designs or works of art represented in any Content. While we have made reasonable efforts to correctly categorise and keyword the Content, Artique Gallery Ltd does not warrant the accuracy of such information.

Artique Gallery Ltd entire liability is to act as an art and photographic archive agency for its members under the terms and conditions of the site. (b) In no event shall Artique Gallery Ltd or any of its directors, employees, agents or artists be liable for any incidental, indirect, punitive, exemplary or consequential damages or loss of profits, interruption of sales, loss of business or any other claim, lawsuit, damage, action or other proceedings arising under this agreement be liable under any circumstances.

## 9. Indemnification

You agree to indemnify, defend and hold Artique Gallery Ltd, its affiliates, its artists and their respective directors, employees, and agents (collectively, the "Artique Gallery Ltd Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including legal fees on a solicitor and client basis) incurred by any Artique Gallery Ltd Party as a result of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

## 10. General Provisions

a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the Membership Agreement and Terms of Use and any other agreements, which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.

(b) Artique Gallery Ltd failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(c) This Agreement is personal to you the artist/photographer and is not assignable by you without Artique Gallery Ltd prior written consent. (d) Artique Gallery Ltd may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

(d) If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

(e) This Agreement will be governed under the United Kingdom laws of fair-trading

(f) Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules. The arbitration shall take place in The United Kingdom, and shall be conducted in the English language.

(g) The parties have requested that this Agreement and all related documents be drawn up in English.

## 11. Agreed Annual Membership Fees

You agree to pay the annual Membership Fees to Artique Gallery Ltd by bacs directly to our bank account: A/C 10114430 S/C 163127. Please mark all payments clearly to Artique Gallery Limited. All payments must clear our bank account before the membership is accepted. Please Email us confirmation of the payment. An invoice for this payment will be posted to you in 7 days.

### ANNUAL MEMBERSHIP FEES

|                      |                |         |
|----------------------|----------------|---------|
| Bronze membership    | 1 - 12 images  | £150.00 |
| Silver membership    | 13 - 24 images | £185.00 |
| Unlimited membership |                | £250.00 |

## 12. Postage

All artists are responsible for paying for all their own postage. Artique Gallery will not pay for courier charges on parcels or letters sent to our office unpaid. They will be returned to sender. We do not accept responsibility for any postal and packaging charges. All samples, discs or product samples must be paid for by the artist.

## 13. Contact

If you have concerns relating to this Agreement, please contact Artique Gallery Ltd at [info@artiquegalleryltd.co.uk](mailto:info@artiquegalleryltd.co.uk)

## 14. Declaration

I (PRINT NAME) ..... Agree to the terms and conditions of this Artists Membership Agreement. I acknowledge that I have read this agreement, understand it, and had the opportunity to seek independent legal advice prior to agreeing to it. I agree to be bound by these terms and conditions of this agreement and agree that it is the complete and exclusive statement of the agreement between us (Company Name) .....and Artique gallery Ltd. This agreement supersedes any proposal or prior agreement, oral or written, and any other communication between us and Artique Gallery Ltd relating to the subject of this agreement.

Signed: .....

Date: .....

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