

Terms and Conditions Agreement

1.0 Consignment of Art Work

The Artist (Consigner) hereby consigns to Art/Not Terminal Gallery (Consignee) the Art Work upon delivery to the Gallery, on the monthly Art pick up/drop off date, properly registering art and paying in full the prescribed "hanging fee" for all the Artist's work to be hung in that month. Art will be displayed at A/NT Gallery, location within the Gallery at the Gallery's sole discretion and that Art may be moved within the Gallery during the period of display (consignment period). The monthly (consignment period) shall be from the consignment date (drop off date) to the termination date (pick up date) as listed on the Gallery website. Artwork must be in new condition, undamaged, professionally framed, with heavy stranded wire attachment; adequate to withstand a seismic event. Only Art meeting these standards will be accepted. Gallery will not be held responsible for failure of the Gallery hanging system.

2.0 Consignment Fee Agreement

The Artist hereby agrees to pay in full the posted hanging fee for each item of Artwork for every monthly (consignment period) the Artwork is in the Gallery. Fees are listed below and published on the A/NT Gallery website. Fees are subject to change without notice but will remain steady within a consignment period. This Terms and Conditions Agreement page is the official pricing list. It will be held as the standard to resolve any errors or disputes.

2.1 Consignment Fees

Fees are assessed "by the horizontal inch" to hang, 13" min per piece.

Standard hanging fees are \$3.00 per inch. 50% Discounted rate hanging fees of \$1.50 per inch if you volunteer a total of 8 hours in two 4-hour shifts at the Gallery in the month your Art is on display.

Sample: 13" wide = \$19.50 at the volunteer rate, or \$39.00 at the standard rate.

Art Pedestals: \$10.00 per square foot at the volunteer rate, or \$20.00 per square foot at the standard rate.

3.0 Sale of Registered Art Work

Consignee shall offer for sale the Artwork at the prices listed on the list of Artwork entered on the website. The purchase price and other detail like title, Artist, and medium shall also be taken from the Artist's registration form. The Artist shall be solely responsible to make sure all information and data entered into the registration form is correct, properly spelled and capitalized. A/NT (Consignee) shall use electronic payment system for securely processing customer's Visa/MC/Apple Pay. Consignee shall remit to Artist the purchase price of the Art, less a 15% sales commission to be retained by Consignee, within 30 days of sale and payment. Any loss due to theft or nonpayment, payment reversal by a purchaser shall be borne by the Artist.

3.1 Bin Prints

A limited number of three bin prints may be allowed with each paid, registered Artwork, during the (consignment period) only. All bin items must be removed at the end of every (consignment period). Bin prints must be professionally packaged in a waterproof art quality sleeves with heavy cardboard backer in each sleeve. Only two-dimensional, professionally packaged, prints or small original art will be allowed and may be removed, rearranged, repackaged without notice by Gallery staff. Maximum size 16 x 24 minimum size 8 x10. Some consignment periods will not be open to bin items at the sole discretion of Gallery. A gallery sale commission of 50% will be assessed on all bin items.

4.0 Risk of Loss; Ownership

The loss, theft or damage of any Artwork while on consignee's premises shall be the full responsibility of Artist. Consignee shall not intentionally commit or authorize any physical defacement, mutilation, alternation or destruction of any Artwork. The Artist, upon sale and payment by customer, shall relinquish title to the Artwork. Upon payment, title to the Artwork shall pass directly to the purchaser. It is the responsibility of the artist to provide his or her own art insurance if desired.

5.0 Copyrights and Photography

Artist will allow photographic and digital images of their work to be made and used for purposes such as brochures, point of sale, web media, print media and other Gallery promotional items as it directly relates to the promotion of the Artwork. This right of promotional image display does not in any way convey or transfer the Artist's copyrights held on the Artist's work. The Artist is expected to obey all copyright laws and regulations when selecting work for display at the Gallery. Consent to reproduce Artist's artwork for promotional purposes are hereby given as part of these terms and conditions. If the Artist seeks to limit photography of work in some way, like use of flash photography, that must be explicitly noted for each piece of Artwork when hanging the Artwork. Such label/notice shall be the responsibility of the Artist.

6.0 Removal

Upon the end date and within the time window prescribed on monthly Gallery calendar publish on Gallery's website as the termination date (pick up date) Artists shall promptly and safely remove their Artwork from consignee's premises without damage of any kind to the Gallery. Consignee shall have no responsibility for an Artwork after termination date as set forth in the section entitled "Termination". Consignee will charge and collect from the Artist (Consignee) a late pick up fee of \$5 per piece/per day for all work left after the termination date (pick up date/time).

Any artwork not removed by the artist or agents within 15 days after the terminate date (as set forth in in the section entitled "termination" or on list of art work shall become the property of consignee, and consignee may retain or dispose of such work as consignee, in its sole discretion, elects.

7.0 Public Relations / Privacy

The Gallery's name in all it's forms (A/NT, A/NT Gallery, Art/Not Terminal, Art/Not Terminal Gallery, etc.) and it's likeness, photos, logos, will never be used without written advance permission given by the full board via motion M/S/C at a regular Board Meeting. The Gallery does not "Partner" and shall not agree to be listed as a Partner with any organization or individuals. The Gallery can however engage in a "Host" relationship with community organizations, individuals and community groups. Distribution of unofficial public relations items or posts by Artist implying Gallery sponsorship, endowment, or partnership shall not be allowed. Gallery shall keep, to the best of it's ability, customer's and Artist's private information, data and financial information strictly private and secure. A secure point of sale, secure banking, and secure computer network shall be used to protect customer's and Artist's private information.

8.0 Termination

This agreement is for an indefinite term and shall terminate within 45 days written notice by either party. On or before termination, consignee shall settle accounts due/payable hereunder to Artist.

9.0 Disputes / Attorney's Fees

All significant disputes shall be heard and settled by mediation. If Mediation fails to settle the issue, binding arbitration will be the end solution. In the event that any action is filed in relation to significant disputes, the unsuccessful party in such action shall pay the successful party, reasonable, documented fees that either party is obligated to pay hereunder, as well as a reasonable amount for the successful party's attorney's fees.

10.0 Notice

Notice required by this agreement shall be mailed to the parties at the address given or to the email address provided on this agreement.

11.0 Successors

This consignment agreement shall be binding upon the inure to the benefit of the parties hereto, their successors and assigns.

12.0 Governing Law

The laws of the State of Washington shall govern this consignment agreement.

13.0 Entire Agreement

This agreement has been read by the Artist (Consigner) and Art/Not Terminal Gallery (Consignee). Both agree they fully understand the terms and conditions of this consignment agreement. The Artist (consigner) agrees to these terms and conditions by registering work on the Gallery website registration form. This consignment agreement constitutes the entire agreement of the parties hereto. Modification of the consignment agreement can only be done in writing, signed in person by all parties, with copies going to all parties.

These Terms are Accept by filling out the website registration

(Consigner) accepts all the terms and conditions of this consignment agreement, and by registering your list of work on our website registration form (Consigner) agrees with all the requirements, guidelines and conditions detailed.

END