

Artist-Agent Agreement

ARTIST: (Name, Address, and Telephone number):

AGENT:

ArtistRunway.com
4510 Ayrshire Street
Indianapolis, IN 46228
1-317-735-1868

Whereas, Artist ("artist," "you," or "your")
Whereas, Artist is an established artist of proven talents; and
Whereas, Artist wishes to have an agent represent him or her in marketing certain rights enumerated herein; and
Whereas, Agent ("agent," "ArtistRunway.com," "we," "us," or "our")
Whereas, Agent is capable of marketing the artwork produced by Artist; and
Whereas, Agent wishes to represent Artist;

Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

Agency/Purpose;

You the Artist appoint ArtistRunway.com as sole agent for the works of art covered by this Agreement ("the Artworks"), for the purposes of online exhibition and sale. Agent shall not permit the Artworks to be used for any other purpose without the written consent of Artist except as permitted by this Agreement. This Agreement applies only to the Artworks and does not make Agent a general agent for any other works.

Exclusive Representation;

Artist hereby appoints Agent as Artist's sole representative to sell or otherwise make available for acquisition to the public, the Artworks. Artist agrees not to sell or otherwise transfer or dispose of any of the Artworks other than through Agent without the prior written consent of Agent.

Pricing;

You will inform us of the price you will charge us for each item ("wholesale price") including your cost to pack that item for secure shipment (carton or cartons, bubble wrap, foam pellets, tape, etc.). For larger items that require crating for shipment via freight, you must inform us of the cost of crating at the time you provide your wholesale price, so we can add this cost to the shipping and handling charge paid by the customer separately from the retail price of the item.

You will agree not to change your prices more frequently than two times per year, on dates to be determined annually by ArtistRunway.com and to advise ArtistRunway.com at least 30 days in advance of those dates of any prices you wish to change.

We will determine the price we will charge to our customers ("retail price"). You may suggest retail prices for your work, but ArtistRunway.com reserves the final right to set, change, increase, or decrease retail prices, including the right to sell at a discount from time to time to qualified trade professionals or in retail promotions. Your wholesale prices will be unaffected by either reductions or increases in retail prices.

Leasing of Artworks; Agent shall not lend out or lease any of the Artworks without first obtaining written permission from Artist, including a written agreement as to the payment terms payable to Agent.

Acceptance of Artworks;

Artist hereby agrees that those works of art listed on the attached Inventory Sheet, which is a part of this Agreement, shall constitute the Artworks covered by this Agreement. Additional Inventory Sheets may be incorporated into this Agreement from time to time as mutually agreed by Artist and Agent. All Inventory Sheets shall be signed by Artist and Agent. Works of art may be accepted as Artworks covered by this Agreement only in writing by an authorized representative of Agent. Agent may reject works of art and exclude them from the Artworks at Agent's discretion.

Submittal of Accepted Artworks;

Artist agrees to supply Agent with a biography, contact information, completed Artwork submission forms for each piece of Artwork selected, and professional photography, via slide, transparency, or digitally, of each item submitted, within fifteen (15) days of signing of this Agreement.

Promotion;

Agent shall use its best efforts to promote the sale of the Artworks. Agent agrees to provide adequate display of the Artworks and to undertake other promotional activities on Artist's behalf. Agent shall identify clearly all Artworks with Artist's name, and Artist's name shall be included on the bill of sale of each of the Artworks. Artist agrees to grant Agent permission to use Artist's name and image and images of the Artworks for promotional purposes; in every instance of such use, Artist shall be acknowledged as the creator and copyright owner of the Artwork. Artist shall make available the Artworks to the Agent for client approval, art consultation, and exhibition purposes. Artist agrees to grant Agent permission to submit for special projects on behalf of the Artist.

Transportation Responsibilities; The Artworks are to remain in the possession of Artist until notice of purchase is given to Artist. Agent will notify Artist via email when purchase of an Artwork has been made and payment has been processed. As of the date of notification to Artist, Artist agrees to ship Artworks to purchaser within five (5) days, exactly following Agent's guidelines. The Artworks will remain the responsibility of Artist until the Artwork is handed off to Agent's designated packaging and shipping company. Terms of transportation of Artworks exceeding the shipping limitations of designated company will be agreed upon on an individual basis. Packaging and shipping charges, insurance costs and other handling expenses incurred on the delivery of Artworks from Artist to purchaser are the responsibility of Agent.

Agent assumes ownership (title) and risk of loss of your work at the time Artist delivers the work to the carrier. In the event of damage in transit to a customer, Agent will pursue a claim against the carrier, and Artist agrees to assist Agent in pursuing the claim at Agent's request. Artist and Agent mutually agree that Artist knows how to best pack artwork to avoid damage in shipment. Artist accepts the responsibility to pack each item properly. If an item is damaged in transit and the carrier denies the claim for damage due to improper or inadequate packing, it will be Artists loss.

Artists works must comply with all applicable laws and regulations, and be safe and fit for the intended use. If Artists artwork contains products or materials known to be hazardous to humans and/or animals under any circumstances, Artist agrees to tell Agent the appropriate information can be relayed to the consumer and permit them to avoid the hazardous use if they purchase the work.

Terms of Payment;

Agent will mail Artist a check for your wholesale price 30 days after confirmation of successful shipment and delivery has been made to the customer. Checks are normally processed and mailed at the end of each week.

Returns;

ArtistRunway.com permits customers to return items for any reason (except for custom orders specifically designated in advance as non-returnable) if notified within 14 days of delivery. Artist agrees to accept such returns as Agent authorizes them, and that neither Artist nor Agent will be paid for items returned.

Artist agrees to inspect returned items promptly and, in event of damage during the return process, to hold all shipping material for inspection by the carrier and notify Agent promptly a claim can be filed. Agent will pay Artist for items damaged in return to Artist upon successful completion of a claim with the carrier. If items are damaged by the customer or because of poor packing by the customer on return to Artist, Agent will not credit the customer for the return and will pay Artist as soon as the matter is resolved with the customer.

Warranty;

Artist hereby warrants that he/she created each of the Artworks and possesses unencumbered title to each of the Artworks, and that the description of each of the Artworks provided by Artist to Agent is true and accurate.

Rights;

You assure us that:

The works you offer for sale through us do not violate any applicable law or regulation.

You have secured publication rights to images you supply to us, and have the right to grant us the permissions outlined in this agreement.

You own, or have obtained, sufficient rights to the Intellectual Property Rights (as defined below) in order to grant all the rights granted under this agreement, and to otherwise perform your obligations under this agreement.

No other party owns any Intellectual Property Rights (as defined below), that would be infringed in any way by the transactions or rights contemplated or granted under this agreement.

“Intellectual Property Rights” means all copyrights, trademarks, trade names, service marks, trade dress (i.e., “look and feel”), moral rights, rights of privacy or publicity, patents, rights of attribution, or any other intellectual property rights of any other person (individual or entity) relating to the works you offer through us or the images you provide to us.

Any violation in these areas is your responsibility, and you will defend, indemnify, and hold harmless us and our employees, directors, and officers, from any damages, penalties, costs, or expenses (including without limitation attorneys’ fees), arising out of or relating to a claim or proceeding brought by a third party which, if successful, would constitute a breach of your warranty under this paragraph.

Term & Termination;

Artist and Agent agree that the initial term of this Agreement for each of the Artworks is to be 180 days (6) months from the date on which that Artwork was accepted by Agent, and that Artist may not terminate this Agreement with respect to any of the Artworks before the end of this term. This agreement will automatically renew for consecutive 180-day periods unless terminated by either party in writing 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. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by Agent by written notice to Artist.

Procedures for Modification;

Amendments to this Agreement must be signed by both Artist and Agent. Both parties must initial any deletions made on this form and any additional provisions written onto it.

Miscellaneous;

This Agreement and the Inventory Sheets attached hereto or signed by the parties from time to time represent the entire agreement between Artist and Agent with respect to the subject matter hereof. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall inure to the benefit of the successors, agents and heirs of Agent and Artist. In any proceeding to enforce any part of this Agreement, Agent shall be entitled to reasonable attorney’s fees and costs in addition to any available remedy.

Choice of Law;

This Agreement shall be governed by the law of the State of Indiana.

Artist Signature: _____

Date: _____

Agent: artistrunway.com

By: _____

Date: _____

Title: _____

Inventory Sheet – List of Artworks

1.	Title	Medium	Dimensions	Retail Price
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Artist Signature: _____ Date: _____

The above Artworks are hereby accepted by Agent on the date shown below.

Agent: artistrunway.com

By: _____ Date: _____

Title: _____