

# Artists Alliance Australia, Inc.

## Artist Agreement



This agreement is entered into, by and between **Artists Alliance Australia, Inc.** referred to herein as "**Alliance**" and its online consignment shop (aaaart.online) referred to herein as "**Gallery**", and the individual when signing up as a member of the Alliance, referred to herein as "**Artist**".

**1) MEMBERSHIP:** The Artist agrees to be a member of the Artists Alliance Australia, Inc bound by their Constitution. The Artist further agrees to pay a joining fee of \$50 to cover upload costs for the first year of membership. Thereafter membership fees of \$30 are to be paid annually on September 1 into Alliance's nominated bank account: Bank of Queensland BSB 124001 Account 23032563. This agreement remains in perpetuity until the member resigns or is terminated from the Alliance

**2) APPOINTMENT:** The Artist does hereby appoint the Alliance as agent for the purpose of on-line display and sale of the Artists' work hereafter referred to as "Artwork(s)" on a non-exclusive basis, in Australia and internationally. The Alliance shall not permit the Artwork(s) to be used for any other purpose without the express consent of the Artist.

**3) INDEMNIFICATION:** The Artist agrees to indemnify the Alliance against all costs and expenses (including reasonable legal fees) incurred by the Alliance in connection with any claims made against Alliance that the Artwork(s) is not an original creation of Artist or infringes upon a third-party's copyright. For this reason, each Artwork is signed and attributed to the Artist.

**4) CONSIGNMENT:** The Artist hereby consigns to the Alliance all items submitted in the recommended electronic format for inclusion in the Gallery. This consignment arrangement will remain in force until the Artist requests the removal of any or all of the items or the Alliance determines that the items should, for any reason, be withdrawn. It is at the Alliance's discretion how many of the Artist's Artwork(s) will be displayed and in what manner.

**5) CONSIGNMENT TERMINATION:** Consignment terminates automatically upon termination of the membership. Upon termination of consignment, the Alliance shall comply promptly by removing any and all reference to the specified Artwork(s) from the on-line Gallery, and the Artist shall remove any and all reference to the listing of the specified item with on-line Gallery whether that reference is electronic or print. In the event of the Artist's death, the estate of the Artist shall have the right to terminate the Agreement.

**6) CONSIGNMENT MANAGEMENT:** It is the Artist's responsibility to notify the Alliance within a maximum of 12 hours of any Artwork listed on the Gallery that is no longer available (aka through direct sale or damage or change or heart).

**7) PRICING:** The Alliance shall sell the Artworks only at the Retail Price specified in the Artist's "item inventory list". Any change in the retail price by the Alliance, must be agreed to in advance by the Artist and the Alliance.

**8) COMMISSION:** The Alliance and the Artist agree that the Alliance's commission is to be:

- **Ten (10) %** of the Retail Price of the Artwork sold of up to \$4,999,
- **Seven and a half (7.5) %** on Artwork priced between \$5,000 and \$9,999 and
- **Five (5) %** on Artwork priced \$10,000 or greater.

Any change in the Alliance's commission, must be agreed to in advance by the Artist and the Alliance.

**9) TERMS OF PAYMENT:** The Sale Proceeds are equal to the price of the Artwork, less commission and any payment service fees. Sale Proceeds will be paid into the account nominated by the Artist at the bottom of this agreement.

**10) SALE NOTIFICATION:** The Alliance will notify the Artist within 48 hours following advice of a sale on the Gallery. This advice will be sent direct to the Artist's nominated email address. The Alliance's legal responsibilities for the sale conclude at this point as the Artist is responsible for the next steps.

**11) ARTIST RESPONSIBILITIES:** The Artist are bound to acknowledge receipt of the Sale Advice to the Alliance and then notify the Buyer within 48 hours when the Artwork(s) will be dispatched. Shipping and insurance costs (if applicable), liability and all handling expenses incurred in the delivery of the Artwork(s) to Buyer shall be assumed by the Artist. It is recommended that Artists consider these costs when setting their price. It is understood that the Artist will package the Artwork(s) appropriately to ensure safe passage of the Artwork. Artwork(s) remain the property of the Artist until the Buyer receives the item, then title passes directly to the Buyer. It is the Artist's responsibility to obtain email confirmation from the Buyer that the Artwork(s) have been successfully delivered and forward this to the Alliance. Payment to the Artist shall be made by the Alliance within 14 working days following the confirmed delivery of the Artwork(s) to the Buyer.

**12) SEVEN DAY SATISFACTION GUARANTEES:** The Alliance offers the Buyer a 'Seven Day Satisfaction Guarantee' which allows Buyers to return the Artwork(s) in original condition. To activate the guarantee, the Buyer MUST contact the Alliance within seven (7) days post receipt to arrange for the Artwork(s) to be returned to the Artist.

**13) RETURNS RESPONSIBILITY:** Return of a painting *from the Buyer to the Artist* is at the expense of the Artist **UNLESS** the Buyer simply changes his/her mind. Where the Buyer has changed his/her mind then the Buyer will be responsible for all packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the return of Artwork(s). Title of the Artwork(s) remains the property of the Buyer until the shipment is received by the Artist.

**14) PROMOTION:** Alliance shall use its best efforts to promote the Artwork(s) of the Artist, the Gallery and the Alliance.

**15) CHANGES OF CONTACT INFORMATION:** All notices shall be sent to the Artist at the contact information specified below. Each party agrees to give written notification of any change of information prior to date of said change.

Agreed by the undersigned on: \_\_\_\_\_ Date

Artist Name \_\_\_\_\_ Signature \_\_\_\_\_

Artist Address \_\_\_\_\_

Artist email \_\_\_\_\_ Artist mobile \_\_\_\_\_

Artist Bank Name \_\_\_\_\_

Artist Bank \_\_\_\_\_ Account \_\_\_\_\_