



## Beyond The Brush: Featured Artist Online Sales Agreement

This Agreement is between **Beyond The Brush** ("BTB"), a platform dedicated to the promotion of Southwest Florida art, and the **Featured Artist** ("Artist"), for the purpose of showcasing and selling the Artist's artwork through BTB's online gallery.

### ONLINE GALLERY TERMS

- The Artist will have a **personalized gallery page** on the Beyond The Brush website to display their artwork.
- BTB will feature the Artist and their artwork in its online gallery, curated collections, and potentially in promotional materials, including the "**Behind The Brush**" **podcast** and the **Beyond The Brush Magazine**.

### RESPONSIBILITIES OF THE ARTIST

- **Artwork Submission:** The Artist will provide high-quality images and descriptions (including titles, mediums, dimensions, and prices) for a mutually agreed-upon selection of their artwork to be featured in the online gallery.
- **Artist Bio and Information:** The Artist will provide a **brief history/bio** and other media for the promotion of their work. This is **very important** for their featured page.
- **Availability of Artwork:** The Artist warrants that the artwork submitted for the online gallery is available for sale and that the Artist has the right to sell said artwork. Should the submitted artwork sell outside of the online gallery, it is the artists responsibility to notify Beyond The Brush to remove or mark as SOLD as soon as the piece is no longer available.
- **Shipping:** Unless otherwise agreed, the Artist will be **responsible for packaging and shipping** the artwork directly to the buyer upon notification of a sale through the Beyond The Brush platform. The Artist is responsible for ensuring the safe delivery of the artwork and may choose to include insurance at their own expense.



- **Sales Tax Responsibility:** The Artist is responsible for understanding and complying with all applicable sales tax regulations. Beyond The Brush may facilitate the collection of sales tax as required by law.
- **Co-Promotion:** The Artist agrees to **co-promote their feature** on Beyond The Brush through their own electronic and social media channels.

## RESPONSIBILITIES OF BEYOND THE BRUSH

- **Online Platform:** BTB will provide and maintain the online gallery platform to showcase the Artist's work and facilitate sales.
- **Promotion:** BTB will promote the Featured Artist program and the online gallery through its website, **podcast ("Behind The Brush")**, **social media**, and the upcoming **Beyond The Brush Magazine**.
- **Sales Processing:** BTB will process online sales and notify the Artist of any completed transactions.
- **Payment to Artist:** BTB will remit payment to the Artist for artwork sold through the online gallery within a reasonable timeframe (to be specified) after the sale is finalized and payment is received from the buyer, less BTB's 10% commission.
- **Link to Artist Bio:** Each artwork listing in the online gallery and shopping cart will include a direct link back to the Artist's personalized Featured Artist page.

## COMMISSION

- For original artwork sold through the Beyond The Brush online gallery, the **Artist will receive [90]%** of the final sale price, and **Beyond The Brush will receive [10]% as commission**.
- For prints and merchandise (if applicable and agreed upon), a separate commission split may apply. This will be added to this agreement based on the item and conditions of posting the item for sale.

## TERM AND TERMINATION

- This agreement will commence on date of signature and submission and will continue for a period of 1 year unless terminated earlier by either party with 30 days written notice.



- Beyond The Brush reserves the right to remove an Artist's work from the online gallery at its discretion.

### **INTELLECTUAL PROPERTY**

- The Artist retains all copyright and other intellectual property rights in their artwork. The Artist grants Beyond The Brush a non-exclusive license to display and promote the artwork for the purpose of sale on its platform.

### **HOLD HARMLESS**

- The Artist agrees to hold Beyond The Brush harmless from any claims, damages, or liabilities arising from the sale or shipment of their artwork, except for issues directly caused by Beyond The Brush's gross negligence.

### **AGREEMENT**

By participating as a Featured Artist and listing artwork for sale on the Beyond The Brush online gallery, the Artist agrees to the terms and conditions set forth in this agreement.

#### **Artist Information:**

Name of Artist:

Preferred Medium:

Mailing Address:

Email Address:

Signature:

Date:

#### **Beyond The Brush Information:**

Name:

Title:

Signature:

Date: