

## Little EGG Gallery – Terms and Conditions

### 1. INSTALLATION BY LITTLE EGG GALLERY:

- Artists will be responsible for dropping off work during the date and time stipulated.
- Temporary labels are required to be attached on the front of the artworks indicating artist name, title, medium and price. This is for identification purposes and will be removed once the show is installed.
- All artwork must have hardware that is ready to hang. If the Gallery has to provide hardware and/or repair hardware, there will be a minimum charge of \$15. The Gallery will also not be responsible for any damage to the artwork.
- LITTLE EGG GALLERY will be responsible for sign in of artwork and installation of artwork. LITTLE EGG GALLERY will provide labels for each artwork that will be affixed to the wall adjacent to each artwork.

### 2. PRICING ASSISTANCE:

- LITTLE EGG GALLERY will provide pricing assistance, on request, to artists for their artwork. This is based on the artist, medium, size of the submitted artwork.
- Once the Gallery receives the artwork, it reviews the artwork and provides customized pricing for the submitted work. A range of potential pricing is provided based on market research and is specific to the piece.
- LITTLE EGG GALLERY does not guarantee any sales by providing this assistance.
- This should also not be taken as a valuation of the artwork.

### 3. FRAMING ASSISTANCE:

- LITTLE EGG GALLERY will provide framing assistance, on request, to artists for their artwork. The cost for this service is based on the artist, medium, size of the submitted artwork.
- LITTLE EGG GALLERY will, subject to availability, provide simple black frames made with FSC certified wood. All mats used are acid free. All hanging hardware are provided.
- LITTLE EGG GALLERY has the right to substitute materials at its discretion and availability.

### 4. DIGITAL MEDIA FOR SHOW / WEBSITE:

- All digital media files will be deleted after the completion of the show.
- LITTLE EGG GALLERY has the right to utilize these files for the sole purpose of the show, publication and promotion.

#### 5. PUBLICITY:

- Invitations to the show are the responsibility of the artist(s) and/or guardians.
- The exhibition will be posted on Upcoming and Current Exhibitions on our website.
- The exhibition will be included in our email blast, Instagram and Facebook pages. Images submitted for must be 5 megabytes maximum. LITTLE EGG GALLERY reserves the right to use these images for any promotional and archival purposes.
- Artworks or exhibitions may be photographed unless written notification to the contrary from the artist is received by LITTLE EGG GALLERY.

#### 6. GALLERY VISITS:

- LITTLE EGG GALLERY reserves the right to host public events for the duration of the exhibition. Events such as concerts, readings, meetings, etc., bring additional viewers into the gallery and, as such, increase the opportunity for sales.
- LITTLE EGG GALLERY is open by appointment only.
- Access to the show, including but not limited to, the artist, their family and friends, is by appointment only. No event and/or visits can be held without LITTLE EGG GALLERY staff being on the premises.

#### 7. ARTWORK RESTRICTIONS:

- Artwork must be ready to hang or display. Framed artwork must be properly wired according to weight.
- LITTLE EGG GALLERY provides display stands for sculptural work.
- Artwork hung on walls must not exceed 30lbs.
- Artwork must be appropriate for an audience of all ages. LITTLE EGG GALLERY reserves the right to refuse any artwork that it deems to be offensive or inappropriate for this exhibition.
- Curator's and Jury's decision is final and binding.

#### 8. TAKEDOWN:

- Artwork may not be removed from the exhibit before the pickup date and time as stipulated in this contract.
- LITTLE EGG GALLERY staff will be responsible for overseeing artwork pick up.
- If the artwork is not picked up within 7 days of the scheduled Pick-Up date, the artwork will be donated to a local charity.

#### 9. SALES:

- Sales of artworks are handled by the LITTLE EGG GALLERY staff and individual artists and/or guardians will be notified via E-mail when a work has sold.

- The Artist and/or the guardian authorizes the LITTLE EGG GALLERY to sell the work on his/her behalf.
- Each work remains the property of the Artist until the work is sold at which time title shall pass to the purchaser.
- Purchasers of artwork are expected to pick up the work on a date stipulated by LITTLE EGG GALLERY.
- Cheque(s) for artwork net sale(s) will be issued and mailed to individual artists or Guardian within 30 days after the sale, less 15% commission to LITTLE EGG GALLERY.
- HST is applicable to all sales. HST will be remitted to artists on submission of their HST registration number; otherwise HST will be reported and remitted by LITTLE EGG GALLERY.

#### 10. ARTIST'S WARRANTY

- The Artist warrants that:
  - he or she is the sole author of the work;
  - the Work is original and does not infringe any existing copyright;
  - he or she is the exclusive owner of the rights conveyed to the Gallery and he or she has full power and authority to grant the rights; and
  - he or she has not previously assigned, pledged or otherwise encumbered the rights granted under the Agreement.

#### 11. MISCELLANEOUS

- LITTLE EGG GALLERY does not insure any artwork against theft, loss, damage or any other incident. LITTLE EGG GALLERY will make a reasonable effort to safeguard work.
- LITTLE EGG GALLERY assumes no responsibility for loss or damage to any persons or the equipment, possessions, cash, clothing; or any other material brought in or kept on the premises by the exhibitor or by any members, employees or guests of the exhibitor.
- When an extraordinary event or circumstance beyond the control of LITTLE EGG GALLERY such as a war, strike, riot, crime, disease or an event described by the legal term Act of God (such as a hurricane, flooding, earthquake, significant building damage, etc.) occurs, then LITTLE EGG GALLERY may reschedule the show, at its discretion.
- LITTLE EGG GALLERY retains the right to reschedule the show, drop-off and pick-up dates, at its discretion.

#### 12. PAYMENT SCHEDULE

- Once the artwork has been selected, the full hanging fees will be due.
- Full payment is needed to secure a spot in the show.

#### 13. CANCELLATION

- All fees paid to LITTLE EGG GALLERY are non-refundable.

- If the artist cannot participate in the show, a minimum one month written notice is needed, at which point, the hanging fees can be transferred to another show per the discretion of LITTLE EGG GALLERY.
- LITTLE EGG GALLERY will accept communication and instructions from either parent and/or guardians of the artist.

I HEREBY CERTIFY THAT I AM THE SOLE OWNER AND CREATOR OF THE ARTWORK SUBMITTED AND HAVE THE LEGAL RIGHT TO EXHIBIT THE ARTWORK COMMERCIALY AND IN DIGITAL FORMAT.

I PERSONALLY AGREE OR I HAVE THE AUTHORITY TO BIND THE ARTIST I REPRESENT. I AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS OF THIS CONTRACT OF WHICH I ACKNOWLEDGE RECEIPT OF A TRUE COPY THEREOF. I AGREE TO SAVE HARMLESS AND INDEMNIFY LITTLE EGG GALLERY, ITS OFFICERS, DIRECTORS, EMPLOYEES, GUARDIANS AND AGENTS FROM ANY AND ALL DAMAGES ARISING FROM THE EXHIBITOR(S) USE OF THE GALLERY.