

## **Little EGG Gallery – Terms and Conditions**

### **1. RELATIONSHIP BETWEEN PARTIES:**

- Each party is an independent contractor of the other party. Nothing herein will constitute a Partnership between or joint venture by the parties, or constitute either party the Agent of the other.

### **2. DIGITAL MEDIA:**

- LITTLE EGG GALLERY has the right to utilize digital files of the artwork for worldwide publication and promotion and archival purposes.

### **3. PROMOTION:**

- 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.
- Invitations to the show are the responsibility of the artist(s) and/or guardians.
- LITTLE EGG GALLERY reserves the right to determine the promotion at its sole discretion.
- The Artist is requested to provide LITTLE EGG GALLERY with promotional material including but not limited to, Bio/Statement, images, videos, etc.
- The Artist is requested to clearly identify the artwork selected by LITTLE EGG GALLERY on his or her website, social media platforms etc. All sales of the selected artwork must be directed through LITTLE EGG GALLERY.
- The Artist is requested to promote the relationship with LITTLE EGG GALLERY on website, social media platforms etc.

### **4. ARTWORK RESTRICTIONS:**

- LITTLE EGG GALLERY reserves the right to refuse any artwork that it deems to be offensive, obscene or inappropriate for exhibition.
- 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 20lbs.
- Curator's decision is final and binding.

### **5. INSURANCE:**

- If the Artist deems it necessary to have a specific artwork insured, this additional insurance will be the responsibility of the Artist.
- LITTLE EGG GALLERY does not insure the Artist's artwork.

### **6. PRICE:**

- The Artist is required to provide sale price for each artwork. The Artist will only be entitled to 50% of this sale price.
- LITTLE EGG GALLERY's sale commission is 50%.
- LITTLE EGG GALLERY reserves the right to add the following expenses to the sale price, including but not limited to, Artsy commission, shipping and handling, payment processing fees etc.
- The artist will not be entitled to any additional compensation over and above 50% of the aforementioned sale price, irrespective of price stipulated by LITTLE EGG GALLERY.
- The Artist shall allow LITTLE EGG GALLERY, subject to LITTLE EGG GALLERY discretion, a maximum of 20% discount of the agreed selling price for each Work.
- All discounts to be equally shared by both LITTLE EGG GALLERY and the Artist.

### **7. SALES:**

- The Artist authorizes the LITTLE EGG GALLERY to sell the work on his/her behalf.
- All sales of artworks are handled by the LITTLE EGG GALLERY staff and the Artist will be notified via E-mail when a work has sold, within three (3) days of a sale.
- Each work remains the property of the Artist until the work is sold at which time title shall pass to the purchaser.
- Local Purchasers of artwork are expected to pick up the work on a date stipulated by LITTLE EGG GALLERY.
- Artwork may be returned by the Purchaser up to 30 days after purchase.
- Cheque(s) for artwork net sale(s) amount will be issued and mailed to the Artist within 40 days after the sale, less 50% commission payable to LITTLE EGG GALLERY.
- HST is applicable to all sales. HST will be reported and remitted by LITTLE EGG GALLERY.
- LITTLE EGG GALLERY does not guarantee the sale of any artwork or merchandise.
- LITTLE EGG GALLERY will provide the Artist with an invoice identifying the commission and the amount payable to the Artist.

#### 8. ARTIST'S WARRANTY:

- The Artist warrants that:
  - he or she is the sole author and owner of the artwork;
  - the Work is original and does not infringe any existing copyright;
  - he or she is the exclusive owner of the rights conveyed to LITTLE EGG GALLERY and he or she has full power and authority to grant the rights;
  - he or she has not previously assigned, pledged or otherwise encumbered the rights granted under these Terms and Conditions.
  - he or she will not sell the selected artwork privately without prior written approval from LITTLE EGG GALLERY.

#### 9. SHIPPING:

- The Artist is responsible for preparing sold artwork for shipping. The Artist is required to properly package sold artwork before shipping.
- The Artist is responsible for preparing the artwork for shipping within three (3) days of receiving notice of sale by LITTLE EGG GALLERY.
- All Canadian Artists are responsible for including Certificates of Canadian Origin with all international artwork shipments.
- The Artist is required to photograph the artwork and the shipping box before shipping and send the same to LITTLE EGG GALLERY for approval.
- LITTLE EGG GALLERY will then provide the Artist with the shipping label.
- LITTLE EGG GALLERY will provide the Artist with a Certificate of Authentication the Artist is required to sign, date and include with the sold artwork.
- If an artwork is damaged during shipping, and is returned by the purchaser, a full refund will be issued to the purchaser. LITTLE EGG GALLERY will file a claim with the shipping provider to obtain compensation for the damaged artwork. The Artist and LITTLE EGG GALLERY will split the amount received by the shipping provider 50% - 50% as per Clause 6 of these Terms and Conditions. The Artist will not be eligible for any additional payments. If the damaged artwork can be repaired/restored, the Artist and LITTLE EGG GALLERY will equally split the cost.
- LITTLE EGG GALLERY will not be held liable for any issues and/or delays at international border crossings.

#### 10. SHOW INSTALLATION BY LITTLE EGG GALLERY:

- The Artist will be responsible for dropping off selected artwork at the date and time stipulated by LITTLE EGG GALLERY.
- Temporary labels are required to be attached on the back of the artworks indicating artist name, title, medium and price. This is for identification purposes only.

- All artwork must have appropriate hardware that is ready to be displayed. LITTLE EGG GALLERY will also not be responsible for any damage to the artwork due to improper hardware.
- LITTLE EGG GALLERY will provide labels for each artwork that will be affixed to the wall adjacent to each artwork.
- The Artist may not attach any items directly to the gallery walls. Artwork to be installed only using hardware provided. Artists may not install any adhesives, nails, screws, hooks etc. to the gallery walls and ceiling.
- The Artist will provide biographical information and a list of works with titles, medium, size and price to the LITTLE EGG GALLERY.
- The Artist will be responsible for bringing the selected artwork to the exhibition. All international border crossing requirements are the responsibility of the Artist.

**11. 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 reserves the right to determine opening hours of the exhibition.
- LITTLE EGG GALLERY reserves the right to request the Artist to attend various exhibitions and/or events.

**12. TAKEDOWN:**

- Artwork may not be removed from the exhibition before the pickup date and time as stipulated by the LITTLE EGG GALLERY.
- 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.
- The Artist is responsible for picking up the artwork.

**13. 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.

**14. CANCELLATION**

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

**15. ASSIGNMENT:**

- These Terms and Conditions shall not be assigned by either of the parties hereto. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of LITTLE EGG GALLERY and the Artist. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

**16. 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 the artwork while on the premises of LITTLE EGG GALLERY.
- 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, Covid, pandemic, etc.) occurs, then LITTLE EGG GALLERY may cancel the exhibition and/or event, at its sole discretion.
- These Terms and Conditions do not constitute any kind of guarantee of artwork or merchandise sales and/or income for the Artist.
- LITTLE EGG GALLERY has no further obligation to the Artist.

- The validity, construction, interpretation of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada without regard to principles of conflicts of law.
- These Terms and Conditions constitutes the entire Terms and Conditions between the parties with respect to the subject matter contained herein, superseding all previous Terms and Conditions pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby. Both parties hereto represent that they have read these Terms and Conditions, understand it, agree to be bound by all Terms and Conditions stated herein.

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

I PERSONALLY AGREE, OR I HAVE THE AUTHORITY TO BIND THE ARTIST. I AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS 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 AND CLAIMS.