



Artist Submission Agreement

1. User Acceptance

This document (the Artist Submission Terms) contains important legal terms which are additional to the Terms & Conditions relating to the use of the getthegallery.com website (the Website) operated by Get the Gallery LLC. (Get the Gallery, we, or our)). These Artist Submission Terms apply to you if you submit art for consideration to be featured and showcased by Get the Gallery. You are referred to in these Artist Submission Terms as the Artist or as You. You should read these Artist Submission Terms carefully, and we advise you to print and retain a copy for your reference.

By submitting your work of art (Your Work) to the Website for consideration you accept these Artist Submission Terms. If you do not agree with these Artist Submission Terms then you must not submit Your Work to the Website.

These Artist Submission Terms and the Terms and Conditions relating to the use of the Website constitute the entire agreement between you and Get the Gallery in relation to the initial submission of Your Work and they supersede all other agreements, statements, letters and other arrangements made between the parties.

2. Our Service

Get the Gallery offers its services to artists through the Website to enable and assist artists who wish to participate in our platform to build and manage an artist promotional channel and present and feature images of their original artwork including, lens based media, fine art, paintings, mixed media, sculpture, video installations, street art and other media (Artist Submissions).

On a periodical basis, a panel of selected specialists (the Get the Gallery Board of Curators) and the Website users (Get the Gallery Community) select Artist Submissions (the Featured Artist Submissions) to be featured and showcased at Get the Gallery's discretion on the Website and in Get the Gallery's offline partners editorial pages and newsletters (subject to limitations of space, suitability and other editorial considerations).

Get the Gallery accepts Artist Submissions for consideration by the Get the Gallery Board of Curators and the Get the Gallery Community on condition that the Artist Submissions comply with the representations and warranties set out in Section 3 of these Artist Submission Terms. Without prejudice to any other legal remedy that may be available to us, we reserve the right to reject any Artist Submission and remove it from the Website and any other publications or circulars, if we determine, at our sole discretion, that the Artist Submission fails to comply with those requirements.

Get the Gallery expressly disclaims any and all liability in connection with Artist Submissions. Get the Gallery reserves the right to remove any Artist Submissions from the Website and from the consideration process by the Get the Gallery Board of Curators and Get the Gallery Community, in its sole discretion and without prior notice (whether on the basis of a breach of warranty or obligation under these Artist Submission Terms or for any other reason). Further, Get the Gallery reserves the right to terminate any user's access to the Website at any time in its sole discretion and without prior notice.

Artists who, in the sole opinion of Get the Gallery, do not comply with these Artist Submission Terms, may at any time be excluded from consideration.



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3. Submitted Content

Get the Gallery does not claim ownership of any Content that you make available through the Site. At Get the Gallery's sole discretion, any such Content may be included in the Service, in whole, in part or in a modified form. With respect to any Content you upload, post, submit or otherwise make available on the Site, you hereby grant to Get the Gallery a royalty-free, sublicensable, transferable, perpetual, irrevocable, worldwide right and license to Use all such Content in whole or in part and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site or the Services. For purposes of these Terms, "Use" means the exercise of all rights, including any copyright, trademark, patent, publicity or other rights, needed or beneficial for Get the Gallery to operate, monetize and/or promote the Site or Services, including any rights to use, sublicense, reproduce, adapt, translate, publish, access, obtain, host, cache, route, transmit, store, copy, modify, edit, distribute, publicly perform, publicly display, reformat, excerpt, analyze, and create algorithms from and derivative works of the Content, in any form, media or technology, whether now known or hereafter developed. You represent and warrant that any Use of the Content supplied by you will not violate these Terms and will not cause injury to any person or entity and that you have full authority to grant the license described in this Section 3.

4. Your Warranties

By submitting Your Work, you hereby warrant, covenant, and represent to us as set out below:

- A. Your Work is your original artistic work, it has not been copied from any other work and does not contain any copies, reproductions, adaptations or versions of a third party's work and it does not otherwise infringe or violate any persons copyright, design right, trade mark or confidential information.
- B. You are the sole owner of all rights, title and interest in the copyright in Your Work. You have not granted any licences to third parties to exploit Your Work (except rights which have now lapsed).
- C. Your Work (including the original version and any reproductions) is not and has not been reproduced, promoted or sold for any commercial purposes and you are the sole owner and are in possession and control of the original version of Your Work.
- D. All selections of Your Work submitted to your personal Get the Gallery artist page are "ready to hang" meaning:
 - D.1. Your work has proper, and professional, hanging hardware installed.
 - D.2. If You used paint, the paint is completely dry.
 - D.3. If You used adhesive, the adhesive is fully cured and dry.
 - D.4. If You used odorous materials (examples: Spray Paint, Paint Thinners, Adhesives, etc.) The work has had time to off gas and is odor free.
- E. After submitting photographs of Your Work for approval to the Get the Gallery Board of Curators, no major alterations or changes should be made to any of Your Work without also updating the photographic representation on GettheGallery.com
- F. Your Work does not contain anything which is or would be (if Your Work is published) in breach of applicable laws or infringes any third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or menacing).



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- G. When Your Work has been rented from a GettheGallery.com subscriber, Get the Gallery retains the right to honor the subscriber's full rental window regardless of the sale of Your Work on GettheGallery.com or through any other vendor.
- H. When Your Work has been rented from a GettheGallery.com subscriber, Get the Gallery retains the right to honor the subscriber's full rental window regardless of your request to terminate Your artist profile and partnership with Get the Gallery.
- I. You agree to indemnify Get the Gallery and keep it indemnified on demand against any loss or liability arising to Get the Gallery or any of its directors, officers, employees or members of the Get the Gallery Board of Curators out of the breach of any of the warranties above and against any breach of your obligations under these Artist Submission Terms.
- J. You agree to notify us at info@getthegallery.com if any of the representations above is incorrect or misleading in any way. Your warranties under this Section 3 will be qualified in respect of any such notification that you give us providing it is fair and complete.

5. Miscellaneous Matters

5.1 Intellectual Property

You acknowledge and agree that the words GET THE GALLERY and GETTHEGALLERY.COM and any other name, logo and sign used on the Website, as well as the design and layout and all content of the Website (including Featured Artist Submissions) are the trade marks, copyright and other intellectual property rights of Get the Gallery and are owned solely by (or licensed to) Get the Gallery. You shall not acquire any title, right or interest (including any user right) in any such intellectual property by reason of your submission of Your Work to the Website or by reason of its possible selection as a Featured Artist Submission. You acknowledge and agree that any use of our intellectual property is subject to our prior written consent.

If you become aware of any unauthorized use or misuse of Your work or any actual or suspected infringements of the copyright in Your Work during the ninety (90) days consideration period or after Your Work has been selected as a Featured Artist Submission (each, an Unauthorized Use), you shall notify us forthwith in writing giving such particulars of such Unauthorized Use as may be available in the circumstances. You shall not take or threaten any action or legal proceedings and shall not make any threats, complaints or statements to any third party in relation to such Unauthorized Use. Get the Gallery in its sole and unfettered discretion, shall decide whether to take any action or make any threats or statements in relation to such Unauthorized Use. You agree to provide to Get the Gallery (at your expense) such assistance, information and documentation as Get the Gallery may reasonably require in connection with the enforcement of the rights assigned to Get the Gallery under these Artist Submission Terms against any third party.

5.2 Email Notification

Much of the correspondence between Get the Gallery and you will take place electronically. It is your responsibility to check all email folders, including spam and junk email folders for Get the Gallery correspondence at your nominated email address provided in your artist profile.



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5.2 Notification Of Rental

When a rental request has been placed for one of your Works you will receive a confirmation notice to your nominated notification email address, inclusive of all details necessary for the dispatch of the Work to the Customer. It is Your responsibility to reply to this notification with written acknowledgment that you've read and understand the Get the Gallery packaging guidelines, ensuring that you know how to properly package your artwork for shipment. If Get the Gallery has not received your written acknowledgement within 36 hours of message delivery, a member of our team will call you directly.

5.3 Packaging And Shipment

You are responsible for packaging and preparing Your Work for delivery to the subscriber. Get the Gallery will pay for outbound shipping from artist to subscriber, and return shipping from subscriber to artist..

Shipment of your work should take place within three (3) business days of Rental Notification email delivery. Within 48 hours of delivery of your Rental Notification email, Get the Gallery will deliver an email notification with your Shipping Documents, including your ready-to-print outbound shipping label. Refer to Get the Gallery's packaging guidelines for additional information.

5.4 Limitations On Liability

In no event shall Get the Gallery be liable to you for any damages, including any lost profits or savings or anticipated profits or savings, loss of data, loss of opportunity, loss or reputation, goodwill or business, or any consequential, special, incidental, or indirect damages of any kind arising out of the services provided by Get the Gallery or its failure to provide these services, the consideration, selection or rejection of Your Work or any other Artist Submission or out of the operation of the Website, or the content of the Website, or the exploitation of any Featured Artist Submission, or as a result of the exercise or inability to exercise the rights granted to Get the Gallery hereunder or as a result of the termination or expiry of these Artist Submission Terms, even if we have been advised of the possibility of such damages in advance.

Get the Gallery's maximum aggregate liability for any single event (or a series of related events) giving rise to a claim in connection with these Artist Submission Terms or in connection with the operation of the Website, either in tort, for breach of contract, misrepresentation or negligence, shall be limited to a sum equal the amount paid to you, or which would be payable to you under these Artist Submission Terms.

Notwithstanding anything to the contrary above, nothing in these Artist Submission Terms shall operate to exclude or restrict our liability for death or personal injury resulting from our negligence, or our liability to fraud or fraudulent misrepresentation made by us.

5.5 Pricing Of Your Work

The "Gallery Price" stated in each of your Artwork Listings (**Price**) must be a reasonable reflection of the value of the Artwork offered for Sale, and must be equal to the price set for the same Artwork on any other channels through which the Artwork is sold directly or on consignment.



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Where a Customer introduced to you through the Platform locates your Artwork offered for sale elsewhere at a lower price either directly by yourself or by an authorised consignee, Get the Gallery reserves the right to adjust the Price of the Artwork on Get the Gallery, before or after Sale of the Artwork has been completed, to be equal to the lower price, and calculate your Net Sale Proceeds for any resulting Sales in accordance with this updated Price.

5.6 Commission and Payment

Please refer to the Artist Commission Explanation document available on GettheGallery.com for a detailed description of our various payment structures. All commissions will be paid to directly to the artist, by check or via Venmo within 60 days of receiving outbound shipping notification from your location.

5.7 First Right of Acquisition

By submitting Your Work for rental on GettheGallery.com, you agree to and accept our Commission and Fees policy. When your Work has been rented by a GettheGallery.com subscriber, We will split 50% of the customer's monthly subscription costs with You.

Get the Gallery will continue this revenue share with You until We have paid 60% of the "Gallery Price" for Your Work. Once 60% of the Gallery Price has been paid through this monthly commission program, Get the Gallery will become the sole owner of the Work. You will receive confirmation notification to your nominated email address and a member of Get the Gallery's administrative team will work with You to finalize a bill of sale for Your Work.

5.8 Termination

Get the Gallery may terminate these Artist Submission Terms by giving you notice in writing (including by fax or email) upon any breach by you of any of the warranties or obligations under these Artist Submission Terms or any of the Terms and Conditions relating to the use of the Website.

You may terminate these Artist Submission Terms by giving Get the Gallery notice in writing (including by fax or email) your plans to remove your Work from the Website and confirmation of your forwarding address. The Get the Gallery administrative team will work to deactivate your profile within ten (10) business days from receipt of your written notice and will send a confirmation email upon deactivation.

Should you initiate the termination process with Get the Gallery while pieces of your Work are actively rented by Get the Gallery subscribers, We will retain access to your Work for the subscriber's entire rental window (See Item 4.H). You will continue to receive commission payment throughout this period of time: From notice of your termination to return of Your Work. Once the full rental window has been honored and the subscriber has initiated the rental return process, Your Work will be mailed directly to the aforementioned forwarding address.

Termination of these Artist Submission Terms shall not affect any accrued rights or obligations of either party but shall release both Get the Gallery and you from any further obligations hereunder.



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5.9 General terms

Nothing in these Artist Submission Terms shall create, or be deemed to create, a partnership or joint venture between you and Get the Gallery. Except as expressly provided herein, these Artist Submission Terms shall not be construed as giving rise to the relationship of principal and agent or to any authority by you to represent or act on our behalf.

If at any time any provision of these Artist Submission Terms are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of these Artist Submission Terms.

No omission or delay in exercising any right, power or privilege under these Artist Submission Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.