



The Guild, Inc.
ARTIST AGREEMENT

This agreement, dated _____, states the terms on which The Guild Inc., a Delaware Limited Liability Company, (“THE GUILD,” “GUILD,” “we,” “us,” or “our”) will offer for sale the works of _____, the undersigned artist (“artist,” “you,” or “your”), on our website(s), in our catalog(s), or through other means. The parties agree as follows:

1. Pricing

- 1.1. You will inform us of the price you will charge us for each item (“wholesale price”) including your cost to pack that item for secure shipment (carton or cartons, bubble wrap, foam pellets, tape, etc.). For larger items that require crating for shipment via freight, you must inform us of the cost of crating at the time you provide your wholesale price, so we can add this cost to the shipping and handling charge paid by the customer separately from the retail price of the item.
- 1.2. You will agree not to change your prices more frequently than two times per year, on dates to be determined annually by The Guild, Inc. and to advise The Guild, Inc. at least 30 days in advance of those dates of any prices you wish to change.
- 1.3. We will determine the price we will charge to our customers (“retail price”). You may suggest retail prices for your work, but The Guild, Inc reserves the final right to set, change, increase, or decrease retail prices, including the right to sell at a discount from time to time to qualified trade professionals or in retail promotions. Your wholesale prices will be unaffected by either reductions or increases in retail prices.

2. Communications Between Artist and The Guild, Inc.

- 2.1. By providing us an image, sample, or information on an item, you affirm that the item is available for purchase as depicted and described. If the item cannot be produced, if its specifications or appearance change, or if, in the case of one-of-a-kind items, it becomes unavailable because you sell it yourself or it is placed in an exhibition, you agree to notify us within 48 hours so it can be changed on or removed from our website.
- 2.2. The Guild, Inc. will communicate with you primarily via email, via our Artist Extranet, and occasionally via phone or mail. You agree to facilitate these communications by:
 - 2.2.1. Supplying us with, and maintaining, an active email address, and checking your email regularly.
 - 2.2.2. Maintaining a computer with a connection to the Internet, learning how to use the Artist Extranet, and using the Extranet to receive orders, to confirm scheduled shipping dates, to ship orders, to keep up-to-date your projected shipping times (“turnaround times”) shown on our website for all items, and for other uses as we may specify from time to time.
 - 2.2.3. Informing us if you will be traveling for any period that would interfere with prompt acceptance or fulfillment of orders, and adjusting your turnaround times accordingly.
 - 2.2.4. Using the Extranet to promptly acknowledge (commit to) all orders, and notifying us immediately if, for some reason, shipment is not possible on or before the ship date you have acknowledged.
- 2.3. The Guild, Inc. agrees to provide instructions to you on using the Extranet, and access to telephone support and assistance on its use during normal business hours.

3. Packaging & Shipping

- 3.1. You will ship to customers via UPS, using our Artist Extranet, unless this is impossible due to size of the item or due to your location (Canadian artists only). If you cannot use the Extranet for these reasons, we will work with you to determine an appropriate shipping method.
- 3.2. We will pay shipping and insurance charges directly to UPS and other carriers with which we have arranged direct payment. If you must, with our prior approval, ship via another carrier, we will reimburse you 30 days after you provide us both a valid tracking number and an invoice for the charges.
- 3.3. If your work requires special packaging, such as crating for furniture or other large-scale work, you will provide us with the cost of crating as specified in 1.1 (above), and invoice us for the agreed-upon crating cost after shipment. We will reimburse you 30 days after shipment and after receiving your invoice.
- 3.4. We assume ownership (title) and risk of loss of your work at the time you deliver the work to the carrier. In the event of damage in transit to a customer, we will pursue a claim against the carrier, and you agree to assist us in pursuing the claim at our request.
- 3.5. You and The Guild, Inc. mutually agree that you know best how to pack your work to avoid damage in shipment. You accept the responsibility to pack each item properly. If an item is damaged in transit and the carrier denies the claim for damage due to improper or inadequate packing, it will be your loss.

4. **Terms.** We will mail you a check for your wholesale price 30 days after you ship to the customer, unless the customer has notified us of a return. The 30-day period starts when you provide a valid tracking number from the carrier by which you have shipped the item; tracking numbers are automatically generated and provided to us at the time items are shipped using our Artist Extranet. Checks are normally processed and mailed at the end of each week.

5. Returns

- 5.1. The Guild, Inc. permits customers to return items for any reason (except for custom orders specifically designated in advance as non-returnable) if notified within 14 days of delivery, or, for holiday orders, by January 31. You agree to accept such returns as we authorize them, and that neither you nor we will be paid for items returned.
- 5.2. You agree to inspect returned items promptly and, in event of damage during the return process, to hold all shipping material for inspection by the carrier and notify us promptly so we may file a claim. We will pay you for items damaged in return to you upon successful completion of a claim with the carrier. If items are damaged by the customer, or because of poor packing by the customer on return to you, we will not credit the customer for the return and will pay you as soon as the matter is resolved with the customer.

6. Communications with Customers

- 6.1. Orders received from customers, and all information about those orders and customers, are the property of The Guild, Inc.. You will not solicit our customers to purchase directly from you.
- 6.2. To preserve customer privacy rights, you will make no contact directly with customers, for any reason, other than to ship items to them as ordered, unless explicitly requested and authorized by The Guild, Inc..
- 6.3. In order to present a consistent look and brand presence to the customer, we will provide you, from time to time, with labels, package inserts, and other materials to be used with work shipped to Guild customers. We will also specify that you print out and include in shipments certain forms generated by the Extranet, such as packing slips, certificates of authenticity, etc. You agree to use these materials as specified by The Guild, Inc. from time to time, and not to insert any of your own advertising material or communications in Guild packages.

7. Images & Samples

- 7.1. You agree to provide professional photography, via slide, transparency, or digitally, of each item submitted to The Guild, Inc., and you authorize us to use this photography on our website, in catalogs, or in any other medium we choose, for the purpose of promoting your work. Even if we request a sample for catalog photography, as provided in 7.3 below, we will still need a professional photograph of the item. If an item is accepted for a catalog and you do not provide a professional photograph on a timely basis, we may have the piece photographed for the website and charge you for the photography.

- 7.2. We also advertise and promote The Guild, Inc. in a variety of ways, including but not limited to our website, permitting other sites to display images or link to our site, in media advertising, in publicity including press releases and placement of photos in media stories, in newsletters, and in emails or feeds to potential customers. You authorize us to use, copy, modify, distribute, and publicly display images of your work, and to attribute your work to you by use of your name, picture, and/or artistic biography, in the advertising and promotion of The Guild, Inc.. We may retain slides, transparencies, and other graphic materials for those purposes.
- 7.3. If we consider one of your items for inclusion in a catalog, we may ask you to provide a sample for catalog photography. You will ship the sample to us and we will retain it until we no longer need it for catalog photography, at which point we will generally return it to you. You should not assume that the sample is available for you to use in shows or for other purposes unless we agree in advance to return it to you as of a certain date. We may, with mutual agreement, use a catalog sample to fulfill a customer order, but, due to photography schedules, you should generally assume that samples are not available to fulfill to customers. We do not pay for catalog samples unless they are used to fulfill a customer order, in which case you will be paid 30 days after shipment as provided in 4. above.
- 7.4. If we photograph your work for use in our catalogs, we retain all rights to such photos. We may make these photos available to you, if you wish, at an appropriate fee.
8. **Hazardous Materials.** Your works must comply with all applicable laws and regulations, and be safe and fit for the intended use. If your artwork contains products or materials known to be hazardous to humans and/or animals under any circumstances, you agree to tell us so we can relay the appropriate information to the consumer and permit them to avoid the hazardous use if they purchase the work.
9. **Rights.** You assure us that:
 - 9.1. The works you offer for sale through us do not violate any applicable law or regulation.
 - 9.2. You have secured publication rights to images you supply to us, and have the right to grant us the permissions outlined in this agreement.
 - 9.3. You own, or have obtained, sufficient rights to the Intellectual Property Rights (as defined below) in order to grant all the rights granted under this agreement, and to otherwise perform your obligations under this agreement.
 - 9.4. No other party owns any Intellectual Property Rights (as defined below), that would be infringed in any way by the transactions or rights contemplated or granted under this agreement.
 - 9.5. "Intellectual Property Rights" means all copyrights, trademarks, trade names, service marks, trade dress (i.e., "look and feel"), moral rights, rights of privacy or publicity, patents, rights of attribution, or any other intellectual property rights of any other person (individual or entity) relating to the works you offer through us or the images you provide to us.
 - 9.6. Any violation in these areas is your responsibility, and you will defend, indemnify, and hold harmless us and our employees, directors, and officers, from any damages, penalties, costs, or expenses (including without limitation attorneys' fees), arising out of or relating to a claim or proceeding brought by a third party which, if successful, would constitute a breach of your warranty under this paragraph.
10. **Term & Termination.** The term of this agreement is 180 days from the date written at the beginning of the agreement. This agreement will automatically renew for consecutive 180-day periods unless terminated by either party in writing at least 30 days in advance of the end of the term. The warranty and indemnification provisions shall survive termination with respect to any actions arising from activities prior to the termination.
11. **Miscellaneous**
 - 11.1. To the extent either party provides services to the other, the parties are independent contractors. This agreement does not constitute a joint venture or partnership between the parties. Neither party nor its employees or agents are employees or agents of the other party. The artist is responsible for filing his/her own tax returns and all other requirements normal to an independent business person.
 - 11.2. The validity, construction, and enforcement of this agreement shall be determined in accordance with the laws of the state of Wisconsin, USA, without reference to its conflicts of laws principles.
 - 11.3. The provisions of this agreement shall be considered severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining

provisions; provided that no such severability shall be effective if it substantially changes the economic benefit of this agreement to either party.

11.4. The failure of either party to require the performance of any item or obligation of this agreement, or the waiver by either party of any breach of this agreement, shall not act as a bar to subsequent enforcement of such term of obligation or be deemed a waiver of any subsequent breach.

11.5. This agreement is the entire agreement between the parties with regard to the subject matter of this agreement, and supersedes and incorporates all prior or contemporaneous representations, understandings, or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

12. **Acceptance.** This agreement shall be effective as of the date first written above when signed by each party below. It shall also be considered effective if the artist, subsequent to receiving this agreement, accepts an order from The Guild, Inc. or provides images or samples to The Guild, Inc. for inclusion in its website or catalogs.

PROPOSED: The Guild, Inc.

BY: _____

SIGNATURE: _____

ACCEPTED:

SIGNATURE _____

NAME _____

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE/PROVINCE _____

ZIP/POSTAL CODE _____ COUNTRY _____

PHONE _____ FAX _____

EMAIL ADDRESS _____

WEBSITE URL _____

Thank you! We appreciate your participation with The Guild!

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rev 5/08/06