



ARTIST ADVERTISING & SALES AGREEMENT

, Artist, and Crossroads Art Center LLC agree to the following contract:

INITIAL

_____ **Artist has applied and been approved to exhibit their original artwork.**

_____ **Advertising and selling on Crossroads Art Center website:** Artist will sign a one-year contract. The contract will begin on the 1st of the month following the signing of the the contract. The cost for the first year is \$150, due at the signing of the contract via credit card. The fee includes setup of the artist's page and uploading of 10 pieces of art/product. When art/product sells from the website, the artist will send new images/info to replace the sold art/product at no additional cost to the artist. If the art/product on the site sells outside the website or Crossroads Art Center, the artist will incur a \$10 fee per piece to upload a new product. Sales commission is 15%; the artist receives 85%. The customer/purchaser will pay a handling fee of \$25 per sale.

Contract start date

Contract end date

This contract will auto renew unless a notice to terminate is given 60 days before the contract end date. Renewal after the first year is \$95, which includes three new art/product uploads.

The following items must be sent via email to crossroadsartcenter@gmail.com:

INITIAL

_____ Images must be titled with artist name, title of art, size, and price

_____ Artist statement must be provided written in third person

_____ Social media and web links (Facebook, Instagram, Twitter, Pinterest, etc.)

Artist name

Business or contact name

Address

City/State/ZIP

Phone

Email

Web

Credit card number

Expiration

CCV

Signature

Signature for Crossroads Art Center
Jennifer Kirby, Owner
Savannah Ball, Marketing Manager
2016 Staples Mill Road
Richmond, VA 23230
804-278-8950

See following pages for terms and conditions.



TERMS & CONDITIONS

Crossroads Art Center, LLC (“Crossroads Art Center,” “Crossroads,” “the art center,” “we,” or “our”) provides a service for advertising, selling and purchasing original works of art and commercially exploiting digital images of works of art (the “Services”) through our website, accessible at www.crossroadsartcenter.com(the “Site”). These Terms govern your access to and use of the Site and Services, and constitute a binding legal agreement between you and Crossroads Art Center.

Certain areas of the Site and your access to certain Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Site or for specific Services, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Site or Services.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY SELLING OR PURCHASING A WORK ON OR THROUGH THE SITE OR SERVICES OR BY POSTING ANY CONTENT ON THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE OR SERVICES. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Modification

Crossroads Art Center reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. We will also update the “Last Updated Date.” By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

Eligibility

The Site and Services are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services (“Feedback”). You may submit Feedback by emailing us at crossroadsartcenter@gmail.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of Crossroads Art Center and you hereby irrevocably assign to Crossroads Art Center and agree to irrevocably assign to Crossroads Art Center all of your right, title and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Crossroads Art Center’s request and expense, you will execute documents and take such further acts as Crossroads Art Center may reasonably request to assist Crossroads Art Center to acquire, perfect and maintain its intellectual property rights and other legal protections for the Feedback.

Member Content

In addition to submitting listings for Original Works of Art and Digital Works, Crossroads Art Center may, in its sole discretion, designate areas of the Site in which Members can post, upload, publish or submit text, graphics, audio, video, images of works of art or other content on or to the Site (individually or collectively, “Features”). “Features” excludes any images of Original Works of Art or Digital Works for which a Member submits a listing, as described under “Seller Terms and Conditions” above. Crossroads Art Center does not claim any ownership rights in any such Feature Content and nothing in these Terms will be deemed to restrict any rights that a Member may have to use and exploit any such Feature Content. By making available any Feature Content on or through the Site and Services, (i) you grant Crossroads Art Center a worldwide, non-exclusive, transferable, royalty-free, commission-free license to crop, resize, publicly display, publicly perform, distribute, broadcast and transmit such Member Content on or through the Site and Services in any form, medium or technology now known or later developed, for the purpose of promoting Crossroads Art Center, the Site and Services, and (ii) you grant directly to other Members the right and license to view your Feature Content on or through the Site and Services only in connection with such Member’s authorized use of the Site and Services. You reserve all other rights and licenses in and to any Feature Content that you make available on or through the Site and Services.

You acknowledge and agree that you are solely responsible for any Feature Content that you make available on or through the Site. You represent and warrant that: (i) you are the sole and exclusive owner of all Feature Content that you make available on the Site or that you have all rights, licenses, consents and releases that are necessary to make available such Feature Content and to grant all rights and licenses in such Feature Content as granted under these Terms; and (ii) neither



the Feature Content nor your making available any Feature Content on the Site nor any use of any Feature Content as permitted under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

General Prohibitions

Artists agree not to do any of the following:

- Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) harms minors in any way; or (viii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the Site, or any individual element within the Site, Crossroads Art Center's name, any Crossroads Art Center trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Crossroads Art Center's express written consent;
- Access, tamper with, or use non-public areas of the Site, Crossroads Art Center's computer systems, or the technical delivery systems of Crossroads Art Center's providers;
- Attempt to probe, scan or test the vulnerability of any Crossroads Art Center's system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Crossroads Art Center or any of Crossroads Art Center's providers or any other third party (including another user) to protect the Site, Services, Crossroads Art Center Content or Member Content;
- Attempt to access or search the Site, Services, Crossroads Art Center Content or Member/Feature Content or download Crossroads Art Center Content or Member/Featured Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Crossroads Art Center or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Crossroads Art Center trademark, logo URL or product name without Crossroads Art Center's express written consent;
- Use the Site, Services, Crossroads Art Center Content or Member/Feature Content for any commercial purpose or the benefit of any third party in any manner not otherwise permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Crossroads Art Center Content or Member/Feature Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Crossroads Art Center Content or Feature/Member Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- Collect or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Crossroads Art Center will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Crossroads Art Center may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Crossroads Art Center has no obligation to monitor your access to or use of the Site or Services or to remove any Member Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Crossroads Art Center reserves the right, at any time and without prior notice, to remove or disable access to any Member Content, listings for Original Works of Art or Digital Works, Crossroads Art Center Content or any other text, graphics, images, software, music, audio, video, information or other content or material that Crossroads Art Center, at its sole discretion, considers to be objectionable, in violation of these Terms or otherwise harmful to the Site or Services.



Ownership

The Site, Services and Crossroads Art Center Content are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Crossroads Art Center and its licensors exclusively own all right, title and interest in and to the Site, Services and Crossroads Art Center Content and Printed Works, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Crossroads Art Center Content.

Copyright Policy

Crossroads Art Center respects copyright law and its users must do the same. It is Crossroads Art Center's policy to terminate in appropriate circumstances of Members or other Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that Crossroads Art Center is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Crossroads Art Center of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Termination and Account Cancellation

If you breach any of these Terms, Crossroads Art Center will have the right to suspend or disable your Account or terminate these Terms, at its sole discretion and without prior notice to you. Crossroads Art Center reserves the right to revoke your access to and use of the Site, Services, Crossroads Art Center Content and Member Content at any time, with or without cause. In the event Crossroads Art Center terminates these Terms for your breach, you will remain liable for any amounts due hereunder.

Disclaimers

THE SITE, SERVICES, CROSSROADS ART CENTER CONTENT AND MEMBER CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CROSSROADS ART CENTER EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CROSSROADS ART CENTER MAKES NO WARRANTY THAT THE SITE, SERVICES, CROSSROADS ART CENTER CONTENT OR MEMBER CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CROSSROADS ART CENTER MAKES NO WARRANTY REGARDING THE QUALITY OF ANY WORKS, SERVICES, CONTENT OR PRODUCTS PURCHASED OR OBTAINED THROUGH THE SITE OR SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CROSSROADS ART CENTER OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU UNDERSTAND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, CROSSROADS ART CENTER DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF MEMBERS OR OTHER USERS OF THE SITE OR SERVICES, NOR DOES CROSSROADS ART CENTER MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF ANY MEMBERS OR USERS OF THE SITE OR SERVICES. CROSSROADS ART CENTER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You agree to defend, indemnify, and hold Crossroads Art Center, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Services, Crossroads Art Center Content or Member Content, or your violation of these Terms.

Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Services, Crossroads Art Center Content and Member Content remains with you. Neither Crossroads Art Center nor any other party involved in creating, producing, or delivering the Site, Services, Crossroads Art Center Content



or Member Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Site, Services, Crossroads Art Center Content or Member Content, or from any communications, interactions or meetings with other Members or users of the Site or Services or other persons with whom you communicate or interact as a result of your use of the Site or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Crossroads Art Center has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

In no event will Crossroads Art Center's aggregate liability arising out of or in connection with these Terms or from the use of or inability to use the Site, Services, Crossroads Art Center Content or Member Content exceed: (i) if you are a Member who has sold Original Works of Art or has licensed Digital Works and has received any Artist Revenue Share from Crossroads Art Center from the sale of Printed Works, the total payments made or credited to you by Crossroads Art Center for the sale of your Original Works of Art and/or from the sale of Printed Works based on your licensed Digital Works during the three (3) month period preceding the date a claim for liability arises under these Terms; and (ii) if you are a Member who has purchased Original Works of Art or Printed Works, the total payments that you made to Crossroads Art Center for the Original Works of Art and/or Printed Works that are the subject of a claim. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Crossroads Art Center and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Crossroads Art Center used herein are trademarks or registered trademarks of Crossroads Art Center. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of Virginia without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms will be the state and federal courts located in the Richmond District Court of Virginia and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Crossroads Art Center and you regarding the Site and Services and these Terms supersede and replace any and all prior oral or written understandings or agreements between Crossroads Art Center and you regarding the Site and Services.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Crossroads Art Center's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Crossroads Art Center may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by Crossroads Art Center via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of Crossroads Art Center to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Crossroads Art Center. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contacting Crossroads Art Center

If you have any questions about these Terms, please contact Jenni Kirby or Savannah Ball at 804.278.8950 or crossroadsartcenter@gmail.com.