

ARTISAN MARKET AGREEMENT

THIS AGREEMENT (the "Agreement") is made on ____/____/____
between the Staten Island Creative Community (the "SICC") and
____ (the "Artisan").

Artisan Contact Information

Address: _____

E-Mail: _____

Phone: _____

I verify that I have read and agree to the entire Artisan Market Agreement:

SIGNED: _____
Parent/Guardian Name (if under 18 – printed Parent/Guardian Name – signed, dated

SIGNED: _____
SICC Representative—printed Rep Name—signed, dated

Consignment of Goods

SICC hereby acknowledges that it takes possession of the Artisan Goods only on a consignment basis and it does not acquire any property right or security interest in such Artisan Goods.

SICC reserves the right, in its sole and absolute discretion, to amend or augment the rules of participation in its spaces, and/or these Terms and Conditions for Artisans, at any time. The Artisan is responsible for individually insuring all work. SICC is not responsible for work left in its galleries. All terms of this agreement also apply to any other venues used by the SICC.

Term

This Agreement shall commence on the ____ day of _____, 20____
and continue for a period of twelve (12) months, with the option to extend for additional twelve (12) month period upon mutual acceptance.

Sale of the Artisan Goods

SICC agrees to use its best efforts to sell the goods on behalf of the Artisan on such terms, and at such prices as shall from time to time be designated by the Artisan. The

SICC agrees, upon sale, to receive the sale proceeds due to the Artisan and to deliver the sales proceeds, after deducting of all commission, to the Artisan together with an accounting within 30 days of the said sale.

Commission and Fees

All Artisans must be a current dues paying member of the Staten Island Creative Community. The Artisan agrees to pay an annual fee of \$50.00 to be able to place items in the Artisan Market. There will also be a commission equal to 20 % of the gross sales price exclusive of any sales tax, which will be paid to the Artisan. Premises

The SICC at its own cost and expense agrees to keep and display the Artisan Goods in the following premises Art on the Terrace, 776 Richmond Terrace, Staten Island, NY 10301 (the "premises").

SICC will provide gallery space that can be locked and shuttered when not in use. This does not guarantee an individual Artisan against loss, theft, or property damage, nor does it imply an assumption of liability for artistic property by SICC, nor shall it be construed as grounds for any indemnification whatsoever to Artisan against loss or theft or otherwise.

Inspection

The SICC agrees to permit the Artisan to enter the premises at reasonable times to examine and inspect the goods. The Artisan or any of its representatives may once in a month take an inventory of the Artisan Goods in order to determine the Goods, which have been used, damaged, destroyed or otherwise removed from the Premises.

Responsibility

SICC is not responsible for any loss, theft, or damage to the consigned items while in its possession or on display, specifically from the date of delivery to any designated venue until the repossession by the Artisan. All reasonable care will be taken with Artisan Goods. SICC assumes no responsibility for Artisan Goods damaged upon receipt or during return. SICC suggests that Artisans insure their work privately for adequate protection in all potential situations.

Right of Refusal

SICC reserves the right to refuse to display any work of art. SICC reserves the right to refuse to display the artwork of artist(s) who fail to deliver a signed copy of this exhibition contract.

Assignment

Artisan shall not assign any of their rights under this Agreement, or delegate the

performance of any of the obligations or duties hereunder, without the prior written consent of the SICC and any attempt by Artisan to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

Should an Artisan decide that they no longer want to participate in the Artisan Market, they may remove their Artisan Goods under the supervision of an SICC officer. Artisans agree that they are not entitled to a refund of any portion of the \$50 fee paid to SICC. Subject to SICC approval, an Artisan can request that another qualified SICC member take their space for the duration of the agreement.

Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Integration

This Agreement embodies and contains the entire Agreement and understandings of the parties and shall be binding upon and inure to the benefit of and be enforceable by their respective heirs, legal representatives, successors and assigns.

Arbitration

In the event a dispute arises under this Agreement, the parties shall confer with all reasonable dispatch and endeavor to arrive at a solution; failing agreement, the dispute shall be submitted to a single arbitrator either agreed to by the parties, or appointed by the American Arbitration Association, who shall decide the dispute under the rules of the Association; and any decision by an arbitrator shall be final and binding upon both parties.

Hold Harmless Agreement

The Artisan agrees to hold the Staten Island Creative Community, the organizers' Board, staff and volunteers harmless for any damage, theft or loss of artwork. The artist understands the risk of submitting/sending and exhibiting artwork, and accepts it.

Amendments

This Agreement may be amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties and attached to this Agreement.

Other

SICC is entitled, in the case of compelling reasons or Acts of God, to postpone, shorten, or extend the exhibition. The organizers of SICC bear no responsibility whatsoever for the effect (including cancellation of the exhibition) of war, revolution, insurrection, or acts of terrorism. SICC reserves the right to expel from the exhibition any Artisan or Registered Group who violates the rules, policies, procedures, terms, and/or conditions stated herein and established from time to time by SICC. The laws of the City of New York, State of New York, and the United States of America shall be applicable to these Terms and Conditions and all matters arising out of Artist's participation in an exhibition sponsored by the SICC.

These Terms and Conditions are the final and exclusive agreement between the Artisan and the organizers of the Staten Island Creative Community and its spaces at temporary and more permanent rented venues. These Terms and Conditions also apply to any alternative venues used by the Staten Island Creative Community for its exhibitions and events.

I verify that I have read and agree to the entire Exhibition Contract.

ARTISAN NAME

NAME & SIGNATURE OF SICC OFFICER