

## ARTIST CONTRACT AGREEMENT

This document dated November 19, 2021 is an agreement between the Artist and The Artists' Network of Riverdale (Artists' Network) in order to participate in the Artists' Network *PLUS ONE – Members Group Show* **gallery and virtual group exhibition** at the Leslie Grove Gallery and Leslie Grove Gallery **online store**, from January 12 - 30, 2022.

Artist and the Artists' Network confirms following terms and conditions:

### ARTISTS' NETWORK OBLIGATIONS:

Artists' Network, at its own expense, will be responsible to provide Artist with the following services during the Term:

- Marketing virtual show through social media platforms.
- Managing and maintaining the Leslie Grove Gallery and [lesliegrovegallerystore.ca](http://lesliegrovegallerystore.ca), including processing sales.

### ARTIST OBLIGATIONS:

- Accepted Artwork **MUST** be exclusively available for sale and **NOT** posted on another e-commerce website for the show's duration.
- Artist must drop off and pick up accepted artwork at the assigned day and time; otherwise, arrange an alternative date and time with Gallery in advance.
- Artist agrees to respond to all customer inquires received by the Leslie Grove Gallery store and arrange for the delivery and shipment of sold Artworks, at the cost of the Artist or buyer.

### POS SYSTEM

All sales will go through Leslie Grove Gallery or Leslie Grove Gallery online store and the Artists' Network will transfer the sales amount to Artist with a cheque. Discounting will be done by the amount of 20% of the transaction value for the commission fee. Artists' Network will charge HST on all pieces sold and will remit, on your behalf to the government.

### GENERAL

This Agreement is governed by and construed in accordance with the domestic laws of the province of Ontario, Canada and the laws of Canada applicable therein, without regard to conflicts of laws. The parties hereto hereby attorn to the exclusive jurisdiction of the courts of the province of Ontario. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment without consent will be null and void. Superseding all prior oral or written communications with respect to the subject matter and the terms hereof, and may be altered, modified or changed only by a document signed by an authorized representative of each party.



**Kate Taylor, Chair**  
(I have the authority to bind the corporation)

## **Artist Release and Waiver of Liability**

### Artist Release:

I, the above named, hereby assume all risks and hazards incidental to any participation in the virtual and Leslie Grove Gallery Exhibition - *PLUS ONE Members Group Show*.

The Artist warrants and represents that he or she is the sole legal owner of all right, title and interest in all Artwork, including all related intellectual property interests such as trademarks and the sole and exclusive copyright in all artwork and has the full right and authority to enter this Agreement and grant the rights granted in this Agreement.

### Waiver of Liability:

I do hereby expressly release and hold harmless the parties listed below:

The Artists' Network organizers and all of their staff, volunteers, and resident artists, individually and collectively, from liability for all damages to or for the loss of Artworks that I am voluntarily submitting, including delivery and shipping of Artworks.

I do hereby release and hold harmless the above listed parties from any claim arising from participation in the Leslie Grove Gallery online show.

I HAVE READ, UNDERSTAND, AND AGREE TO THE POLICIES AS STATED ABOVE.