

STANDARD TERMS AND CONDITIONS

1. **Delivery.** Artist shall be solely responsible for delivering the Consigned Works of Art to the Hotel and agrees to accept delivery of the Consigned Works of Art at the Hotel's address, if not sold, at the end of the consignment period, or at any earlier date should the Hotel request the Artists remove the Consigned Works of Art, or any part, from the Hotel's facilities. If the Artist fails to remove the Consigned Works of Art within thirty (30) days after actual receipt of such request, the Hotel may return the Consigned Works of Art to the Artist and shall not be responsible in any manner for any loss, damage, injury or disappearance of the Consigned Works of Art covered by this Agreement. All costs of delivery (including transportation and insurance of the Consigned Works of Art to the Hotel) shall be paid by Artist and all costs of delivery (including transposition and insurance) for return to the Artist of the Consigned Works of Art as set forth above shall be paid by the Artist.

2. **Title.** Artist warrants and represents that it created the Consigned Works of Art, possesses unencumbered title to all Consigned Works of Art consigned to the Hotel under this Agreement, and has full copyright to each Consigned Work of Art. Title to the Consigned Works of Art shall remain in the Artist until delivery to purchaser and Artist is paid in full. Hotel acknowledges receipt of the Consigned Works of Art described in the consignment sheet on Schedule A; the parties shall each have a copy of the consignment sheet; and all additional works consigned to the Hotel by Artist shall be entered on each parties' consignment sheet.

3. **Insurance.** The Hotel shall be responsible for loss of, or damage to, the Consigned Works of Art from the date of delivery to the Hotel until the date of delivery to

a purchaser, repossession by the Artist or return delivery to the Artist. In no event, however, shall the Hotel be liable for any injury, damage, loss, theft or disappearance of or to the Consigned Works of Art in excess of the amount covered by its insurance policies and in effect at the time of any loss, theft, damage, injury or disappearance, or for any such injury, damage, loss, theft or disappearance caused by the neglect or willful acts of the Artist. The Hotel self-insures all Consigned Works of Art for their declared wholesale values. The parties agree that the Hotel's liability shall not exceed the insurance values set forth on Schedule A hereto for such Consigned Works of Art delivered to the Hotel, and Hotel shall not be responsible for any works in the Artist's studio or in transit from the Artist to the Hotel. As set forth above, the minimum amount for which each work must be insured is set out on Schedule A.

4. Promotion/Exhibition. Hotel agrees to exhibit the Consigned Works of Art of the Artist within the limits of its available space and the commitments for other exhibits which it may have from time to time. The Consigned Works of Art shall be displayed in that portion of the premises referred to as _____ and shall not be interspersed with any other displays or other Works of Art, except as set forth hereinafter: _____

The Hotel agrees to promote the Consigned Works of Art of the Artist in all of its regular publications and as a part of its regular campaign of advertising, and to make all reasonable and good faith efforts to promote the Artist and to sell the Consigned Works of Art. The Hotel may, but is not required to, hold an "opening" or reception for the

Artist. If the Hotel holds such an opening, it shall be specifically advertised and notices shall be sent to all members or patrons of the Hotel and to a list of persons not more than one hundred in number, to be supplied to the Hotel by the Artist. Should the Hotel elect to have such an opening, the cost of such opening, including printing, postage, publicity, refreshments and any special framing, construction, catalogs, signage and other costs, shall be paid as follows: Hotel: _____%; Artist: _____%. If the Hotel elects, at its expense, to frame any Consigned Works of Art or to build or create a pedestal or base for the display of any Consigned Works of Art, said frames, bases or pedestals shall belong to the Hotel and may be removed before the Consigned Works of Art are returned to the Artist.

5. Catalogs. The Hotel may produce catalogs listing, detailing and illustrating the Consigned Works of Art on display. The Hotel shall solicit the cooperation and advice of the Artist prior to completing and disbursing any such catalog. Artistic control, however, of such catalogs is vested in the Hotel. All expenses for the catalog shall be the responsibility of the Hotel, unless the catalog is for the opening referenced in Paragraph 4 above, in which case the parties shall share the cost in accordance with Paragraph 4 above.

6. Protection of Materials. No materials, copies of materials and slides, photographs, video and audio tapes, reproduction or other copyrighted work of the Artist may be retained by the Hotel without the express written consent of the Artist. The Hotel shall use its best efforts to prevent and unauthorized copying, duplication, public distribution, sale or publication of any work by Artist by any other party. Artist agrees that Hotel has disclosed to it the means by which it shall attempt to keep faith and

secure all Consigned Works of Art and materials of Artist, which means include _____

Artist agrees that such means are reasonable and that Hotel has no burden or duty to secure or otherwise protect the Consigned Works of Art other than as set forth above.

7. Copyrights. This Agreement is not intended nor does it transfer any rights of copyrights to the Hotel. Sales by the Hotel shall be for the sale of the Consigned Works of Art of the Artist with the correct copyright notice affixed by the Artist; there being no sale of any copyright or other transfers of any rights, licenses or other exclusive rights of the Artist, including any transfer of any rights, licenses or permissions for any reproduction, catalog or other form of reproduction regarding the Consigned Works of Art of Artist. Artist agrees to affix on each work the correct copyright notation, specifically including copyright symbol, and the date and name of the Artist. Artist agrees to provide any certificate of authenticity directly to the purchaser that may be required by the Hotel or the purchaser.

8. Payment. The parties agree that the Hotel shall hold the proceeds from sales of Consigned Works of Art in trust for the benefit of the Artist and shall make payment to the Artist as follows:

a. on outright sale, Hotel shall pay the Artist's share within thirty (30) days from receipt of payment;

b. on deferred payment or installment payment sales, the Hotel may sell any of the Consigned Works of Art on terms which require payment within ninety (90) days. The work shall be deemed paid for at the end of the ninety day period.

Whether a payment is received or not, payment shall be due to Artist within ten (10) days after the expiration of said ninety day period unless other arrangements for deferred or installed payments are made with the Artist's written consent. If the Hotel released the Consigned Work of Art before full payment of the sales price is received, Hotel shall be liable to the Artist for the full amount of due the Artist from the sale of that Work of Art. The Hotel agrees to make full payment to the Artist notwithstanding any complications or collection problems it has with the purchase and agrees to indemnify and hold the Artist harmless from any and all claims from any purchaser against the Hotel;

c. Notwithstanding the foregoing, on installment sales, the Hotel shall first apply the proceeds of installment payments from the sale of any Consigned Work of Art to pay the Hotel's share. The payment to the Artist shall be made within thirty (30) days of final payment or ten (10) days after the expiration of the ninety day period referenced in subparagraph b above, whichever first occurs. The parties may agree by special stipulation that the installment payments will be pro-rated between them.

d. Hotel shall be responsible for and pay all credit card fees incurred as a result of the sale of any Consigned Work of Art.

The Hotel does not guarantee the credit of its customers. The Hotel may not, without the Artist's consent, allow the Consigned Works of Art to be removed from the Hotel and left on approval with the respected purchaser or with the purchaser on credit. The Hotel may not consign any Consigned Works of Art to any other dealer, agent or Hotel without the Artist's consent. If the Hotel should desire to enter any of the Consigned Works of Art covered by this Agreement in any art show or other exhibition

in which awards are made, the Hotel shall obtain the written consent of the Artist on any entry form used for the purpose, or in the event there is no entry form, to obtain the written consent of Artist prior to the entry in any display, art show or other exhibition.

9. Rentals. The Hotel may not rent any Consigned Work of Art without the prior written consent of the Artist. Any rentals agreed to by the Artist and the Hotel shall be upon the terms that the parties shall agree.

10. Bills of Sale. The Hotel shall use the bills of sale in the form attached hereto and incorporated herein as Exhibit "B" for any sale of the consigned Works of Art.

11. Records. The Hotel agrees to keep accurate records of the Consigned Works of Art on consignment from the Artist, together with payments made for the Consigned Works of Art consigned. The Hotel agrees that, for as long as the Agreement is in effect, it will send the Artist an accounting every three months. The accounting shall include the number of the Artist's works which have been sold, the amount of the sales price for each work, the amount of the sales price collected by the Hotel to the date of accounting, the amount of the Hotel's commission on payments received, the amount of money paid and amount due to the Artist from the Hotel, the list and location of all unsold works covered by the consignment sheet attached hereto as Exhibit A and the name of the Hotel's insurance carrier, policy number and statement by Hotel that all unsold consigned work is insured or self-insured. The Hotel shall certify on each statement of account that it is accurate and complete in all respects and identify the names and addresses of the buyer of the Art Work. Upon request, Artist may receive a copy of any invoice, bill of sale or other verification attesting to the validity

of any reported sale on the accounting. This provision does not apply in the event of a dispute between the Hotel and the Artist and is not intended in any way to limit the Artist's legal rights if arbitration or litigation should occur. The Hotel shall have reciprocal rights to inspect relevant financial records of the Artist pertaining to any sales or transactions involving the Artist's work which may be covered by this Agreement.

12. Deviation in Sales Price. The proposed sales price for each Consigned Work of Art set forth on Schedule A in a suggested sales price. The Hotel may, in its discretion, adjust that sale price either upward or downward, but in no event more than 10%. Such deviation is solely within the discretion of the Hotel. Any other deviations may be made with the consent of the Artist.

13. Security. The Consigned Works of Art shall be held in trust to the benefit of the Artist by the Hotel and the works shall not be subject to any claim by a creditor of the Hotel. In the event of any default by the Hotel or any claim made against a consigned work by any creditor of the Hotel, the Artist shall have all rights of a secured party under the Uniform Commercial Code of the Commonwealth of Pennsylvania.

14. Hotel Purchases. The Hotel shall not have the right to purchase, nor shall it purchase, any of the Consigned Works of Art, either directly or indirectly, except on terms to be negotiated directly between the parties completely independent of this Agreement and with full disclosure and notice to Artist of Hotel's interest in the purchase.

15. Termination. No termination by either part shall nullify the covenants and restraints except they shall be of no force or effect should the Hotel cease doing business.

16. Assignment. This Agreement may not be assigned by the Hotel to another person or Hotel without prior written consent of the Artist. The Hotel shall notify the Artist in advance of any change in personnel in charge of the Hotel.

17. Notices. All notices and other communications shall be in writing and shall be deemed to have been given when delivered or mailed first-class, postage prepaid, addressed to the party as set out above, or as they may otherwise designate in writing.

The Agreement, including these standard terms and conditions, embody and contain the entire Agreement and understanding 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.

19. Amendments. This Agreement may amended, waived, discharged, modified or terminated only by an instrument in writing signed by both parties.

20. Time. Time is of the essence with respect to this Agreement.

21. Governing Law. This Agreement is entered into in the Commonwealth of Pennsylvania, contains covenants to be performed with the Commonwealth of Pennsylvania and shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

22. Special Stipulations. If the following special stipulation conflict with any of the printed provisions, the following stipulations agreed to by the parties and shall control over any printed portion of this Agreement: _____

_____.

IN WITNESS WHEREOF, the parties have signed these Standard Terms and
Conditions this _____ day of _____, 20_____.

ARTIST

HOTEL
