

Artist Agreement

This Agreement is entered into by and between Art in Progress, LLC, an Arizona limited liability company ("Company") and the undersigned "Artist," as of the date signed by Artist. All works of art are referred to herein as "artwork."

WHEREAS, Company owns and operates the e-commerce site StudentArtGallery.com, which serves as a broker in selling student artwork for a commission;

WHEREAS, StudentArtGallery.com offers artwork created by legal U.S. residents while they are enrolled in a 2- or 4-year college or similar institution or graduate program (with a limited 12-month transition period), with preference given to graduate students, college seniors, and second-term college juniors and may offer artwork created by faculty artists from participating institutions;

WHEREAS, the artwork offered on StudentArtGallery.com consists only of original works of art (identical but original works are acceptable), drawings and computer-generated artwork that is one-of-a-kind (for example, no prints or lithographs), and small numbered series of items such as sculpture and jewelry, all offered exclusively through StudentArtGallery.com; and

WHEREAS, in order to consider offering Artist's artwork on StudentArtGallery.com, Company requires that Artist digitally sign, or sign and send this Agreement, complete an electronic application (the "Artist Application") located at StudentArtGallery.com (which requires an "Artist Bio" and submission of digital images of 3-6 pieces of artwork for consideration by Company, with an optional Artist photo and video to familiarize prospective buyers with Artist), provide an email address where prospective buyers can contact Artist (the "Artist's E-Mail Address"), and provide personal information about Artist and Artist's artwork as may be required by Company from time to time and which Company will keep confidential (the "Artist Information").

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants set forth below, Company and Artist hereby agree as follows:

1. Approval Of Artist. Within 30 days after Artist has submitted all required documents (this signed Agreement, the Artist Application, the Artist's E-Mail Address and the Artist Information), Company shall decide whether or not to approve Artist for inclusion on StudentArtGallery.com, and shall inform Artist of its decision by sending Artist an email to Artist's E-Mail Address.

2. Approval Of Artwork. If Company has approved Artist for inclusion on StudentArtGallery.com, it shall inform Artist of which of the 3-6 pieces of artwork submitted by Artist it has approved in its sole discretion to be offered on StudentArtGallery.com, by sending an email to Artist's E-Mail Address. Thereafter, as Artist's artwork is

sold or removed from StudentArtGallery.com, Artist shall submit digital images of replacement artwork for Company's approval in its sole discretion, with the goal of having at least 3 and no more than 5 pieces of Artist's artwork available for purchase on StudentArtGallery.com at all times. Company is not required to approve or accept Artist's submitted artwork, and will destroy all digital images of Artist's unaccepted artwork. Artist hereby grants Company the right to display Artist's approved artwork and Artist's Bio and optional photo and video on StudentArtGallery.com and offer Artist's artwork for sale in accordance with the terms of this Agreement. Approved artwork will be displayed on StudentArtGallery.com for a minimum of 60 calendar days and a maximum of 90 calendar days. Artist will be notified by an email to Artist's E-Mail Address 5 days prior to the removal of Artist's artwork from StudentArtGallery.com, and shall submit replacement artwork on or before the date of removal for Company's approval in its sole discretion.

3. Pricing Of Artwork. When Artist submits digital images of Artist's artwork for Company's approval, Artist shall suggest a retail price for the artwork; however, all prices will be determined by Company in its sole discretion. Efforts will be made shall be binding upon and inure to the benefit of, respectively, Artist and Company, their heirs, permitted assigns, successors, executors, administrators and legal representatives. Artist shall not assign, subcontract or transfer any rights or obligations under this Agreement without the prior written consent of Company.

4. Artwork Sales. Artist shall respond within 48 hours to inquiries from prospective buyers sent to Artist's E-mail Address. Artist will receive 60% of the selling price of Artist's artwork. A check will be sent to the address set forth beneath Artist's signature to this Agreement by the 15th day of the calendar month following the month in which Company receives payment in full for Artist's artwork. Artist will be notified of a sale by an email to Artist's E-Mail Address and has the following obligations in completing the transaction:

(a) Artist must take the artwork to a UPS location for packing and shipping within 3 business days of the date that Company sent the email to Artist's E-Mail Address notifying Artist of the sale. A UPS account in the name of Company has been established to cover the expense of proper packing and shipping. Artist must notify Company by email within 24 hours of Artist's delivery of the artwork to the UPS location.

(b) Artist shall submit replacement artwork within 2 business days of the date that Company sent the email notifying Artist of the sale, for Company's approval in its sole discretion.

5. Artwork Returns. Artwork that is returned within Company policies will be sent from the buyer to the Artist. The artwork will no longer be considered 'sold,' no money will be paid to Artist, and Artist shall return all funds received for the artwork.

6. Company As Broker. The parties hereto are independent, and neither is the agent, independent contractor, joint venturer, partner, or employee of the other. Company has no relationship with Artist except for serving as a broker and selling Artist's artwork for a commission. Without limiting the generality of the foregoing, Artist is responsible for, among other things:

- (a) Tracking and retaining records of payments received from or through Company;
- (b) Filing and paying federal, state and city/local taxes for income received from or through Company; and
- (c) Cooperating with Company in all matters requested, including all matters related to the buyer's satisfaction, for example, all buyer inquiries, returns, and arrangements for defective or damaged artwork.

7. Representations and Warranties. Artist hereby represents and warrants that Artist has the full right, power and authority to enter into this Agreement, is the sole creator of all artwork submitted to Company, and has not sold or granted any right, title or interest in or to any artwork submitted to Company or the copyrights therein, that the artwork submitted to Company is new and original with Artist and does not violate or infringe upon any proprietary right of any third party, that the artwork submitted to Company is exclusive to Company and will not be offered or sold other than through StudentArtGallery.com while it is displayed on StudentArtGallery.com, and that all statements made by Artist to Company (for example, in the Artist Application) are true, complete, correct and not misleading in any respect.

8. Termination. Artist or Company may terminate this Agreement without cause on 30 days' prior written notice to the other party. Company may terminate this Agreement immediately upon notice to Artist upon Artist's breach of any term or provision of this Agreement. Unless Artist is a faculty artist from a participating institution, if Artist graduates or ceases to be enrolled in a 2- or 4-year college or similar institution or graduate program, Artist shall give notice to Company within 6 months of such event, and Company would expect to terminate this Agreement by no later than 12 months after such event.

9. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of, respectively, Artist and Company, their heirs, permitted assigns, successors, executors, administrators and legal representatives. Artist shall not assign, subcontract or transfer any rights or obligations under this Agreement without the prior written consent of Company.

10. Notices. Except as expressly set forth to the contrary in this Agreement, any notices hereunder shall be given in writing by personal delivery or by certified mail, return receipt requested, postage prepaid, addressed to: (a) if to Company: 11225 E. Cavedale Dr., Scottsdale AZ 85262, Attn: Jeffrey D. Skoglund, President; (b) if to Artist, to the address set forth in the Artist's Application. Notices shall be deemed effective on the date of personal delivery or three (3) business days after the date mailed in the manner described in this paragraph.

11. Miscellaneous. Time is of the essence of this Agreement. All waivers of any rights or obligations set forth in this Agreement must be in writing. The failure by Company at any time to require Artist's performance of any obligation under this Agreement shall not affect the right to later require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any prior, continuing or later breach of such provision or a waiver or modification of that provision. The rights and obligations set forth in this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Artist and Artist's successors, heirs and assigns. No rights or licenses, expressed or implied, are hereby granted to Artist as a result of or related to this Agreement. If any provision of this Agreement is in violation of any law of any jurisdiction, it shall be deemed automatically modified to conform to the requirements for validity, or if that is not possible, shall be inoperative in such jurisdiction and the remainder of this Agreement shall remain binding. This Agreement constitutes the entire agreement between Artist and Company with respect to this matter and shall in all respects supersede and prevail over all prior oral or written agreements or understandings between them. No amendment, alteration, or modification of this Agreement shall be valid unless in each instance such amendment, alteration, or modification is set forth in a writing signed by both parties.

12. Applicable Law; Arbitration; Jurisdiction. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Arizona without regard to its conflict of laws provisions. Any and all disputes, controversies and claims arising out of or relating to this Agreement shall be settled and determined by arbitration in Scottsdale, Arizona, pursuant to the then existing rules of the American Arbitration Association. The arbitrator shall have the power to award specific performance and injunctive relief and reasonable attorneys' fees and expenses to any party in such arbitration. The arbitration award shall be final and binding upon the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Artist expressly submits to the personal jurisdiction of any court of competent jurisdiction located in Arizona, and agrees that such courts may be utilized if necessary to obtain specific performance or injunctive relief or otherwise enforce any arbitration award hereunder.

IN WITNESS WHEREOF, Artist and Company have executed this Agreement.

"ARTIST"

Signature:

Date: _____

"COMPANY"

ART IN PROGRESS, LLC

By: Digital Signature _____
Jeffrey D. Skoglund, President