

# artnet<sup>®</sup> Gallery Network membership agreement 2009

Join artnet today and introduce yourself to a world of clients.

Internal use only:

# \_\_\_\_\_

Entry date  
\_\_\_\_\_  
\_\_\_\_\_

Gallery Name: \_\_\_\_\_

NEW MEMBER

CURRENT MEMBER

Sales: \_\_\_\_\_

Phone: \_\_\_\_\_

Production: \_\_\_\_\_

Phone: \_\_\_\_\_

Please fax completed form to: \_\_\_\_\_ Offer date: \_\_\_\_\_ Offer expires: \_\_\_\_\_

## PACKAGES:

**Basic**

18 & 3 changes per month  
Images can be used for Inventory Catalogues only

**\$350 / month**

**Premium**

48 images & 10 changes per month  
Images can be used for Inventory Catalogues only

**\$525 / month**

**Exhibition**

**Up to 30** images + Press Release  
Located on Artnet member page.  
Includes Exhibition Listing on Events Page  
Searchable under Exhibitions for course of membership

**\$300 / exhibition**

Enhancements:

Additional images

\_\_\_\_ X \$5 each/month =

**TOTAL** \_\_\_\_\_

**MEMBER INITIALS/Date** \_\_\_\_\_

**NOTES:** \_\_\_\_\_

## **TERMS:**

- Initial term of one (1) month, automatically renewed for subsequent periods of one month unless terminated by the Member or artnet with at least sixty (60) days written notice.\*\*
- Text changes are unlimited.
- Images can be used for Inventory catalogues only. Exhibition catalogues can be purchased separately for \$300 per exhibition.
- Image changes are limited to three per month (except with Premium package)
- Agreement includes a link to Member's proprietary web site and requires a reciprocal link to [www.artnet.com](http://www.artnet.com)
- Reactivation fee of \$750 if Member reregisters within one (1) year after termination of Agreement.

## **SCHEDULE:**

- Text and at least six images must be received within 30 days of signing this Agreement.
- Member homepages will be created on the site within three (3) weeks after receipt of signed agreement and materials.
- Please allow fifteen (15) business days for inventory and exhibition updates to be implemented.

\*\*Note: Members paying annually, semi-annually or quarterly agree to a term of 12 months and will be automatically renewed for subsequent terms of one year each, unless terminated by the Member or artnet with at least thirty (30) days written notice prior to the end of a term.

<p>_____</p> <p>Gallery Name</p> <p>_____</p> <p>Attention/Contact</p> <p>_____</p> <p>Street Address</p> <p>_____</p> <p>City _____ State/Province _____</p> <p>_____</p> <p>Postal Code _____ Country/Region _____</p> <p>_____</p> <p>Telephone</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>e-mail/URL</p> <p><b>X</b> _____</p> <p>Authorized Signature _____ Date _____</p>	<p><b>PAYMENT INFO:</b></p> <p><input type="checkbox"/> Credit Card (required for monthly payment)</p> <p><input type="checkbox"/> Check (US bank) 1 year paid in advance only</p> <p><input type="checkbox"/> Wire Transfer (client responsible for fee) 1 year paid in advance only</p> <p><input type="checkbox"/> Invoice client via email: (Check/wire only)</p> <p>Billing email address: _____</p> <p>Payments are due on or about the 15<sup>th</sup> of each month following receipt of materials or 30 days after signing this agreement, whichever is earlier.</p> <p>TOTAL:\$ _____</p> <p>_____</p> <p>Credit Card Type (Visa, Mastercard, AMEX)</p> <p>_____</p> <p>Credit Card Number</p> <p>_____</p> <p>Expiration Date</p> <p>_____</p> <p>Cardholder Name (Name displayed on actual credit card)</p> <p>_____</p> <p>Billing address (if different from gallery address)</p> <p>_____</p> <p><b>X</b> _____</p> <p>Cardholder Signature</p> <p><i>I authorize Artnet Worldwide to charge my credit card as indicated above. Please note cardholder name and address if different from Member information</i></p>
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Artnet Worldwide Corp. ("artnet ") agrees to publish images and information provided by the Member on the artnet web site (the "Site") during at least the term specified in this Agreement. Artnet reserves the right to reformat the data and images received from Member in order to accommodate the format of the Site. Artnet reserves the right, in its sole discretion, to re-locate, re-position and/or modify the size or shape of any advertising banner in the event of any re-design, modification or other changes to the Site. In the event that artnet changes the location, position, size and/or shape of the advertising banner, artnet will provide Member with similar visibility, positioning and size on the re-designed, modified or changed Site. Payments are non-refundable. For Members paying annually in advance this Agreement is fully earned upon posting of images on the Member's homepage or thirty (30) days after signing this Agreement, whichever is earlier, and is non-cancelable by the Member. Artnet may terminate this Agreement in the event that Member fails to make a payment under this Agreement when due, or is misusing or threatening to misuse artnet's trademark or other intellectual property. In the event artnet terminates this Agreement, it may accelerate all payments due under this Agreement.

Member represents and warrants that it has the right to publish the images and information supplied to artnet, and that such images and information do not infringe on any third party's rights and are not otherwise unlawful. Member shall defend, indemnify and hold harmless artnet and its officers and directors from and against any and all losses, damages, liabilities and claims, and all fees, costs and expenses of any kind related thereto (including, without limitation, reasonable attorneys' fees) arising out of, based upon or resulting from any claim of any third party alleging infringement of any copyright, trademark, patent, trade secret, right of privacy, right of publicity, unfair competition, false advertising, libel, or any other statutory or common law proprietary or civil right. artnet is a registered trademark of Artnet Worldwide Corporation.

Artnet's liability arising under this Agreement or arising out of mistakes, accidents, omissions, errors, or defects, or arising out of delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below. **In no event shall artnet be liable to Member or to any other third party with respect to the subject matter of this Agreement under any contract, warranty, negligence, strict liability or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind arising out of or relating to this Agreement or the obligations of artnet pursuant to this Agreement, whether or not artnet or Member was advised of the possibility of such damages and whether or not such damages were foreseeable. In no event shall artnet be liable to Member for any amount in excess of the aggregate amount artnet has prior to such time collected from Member.** For purposes of this Section, the term "artnet" shall be deemed to include artnet, its affiliates, parent, shareholders, directors, officers and employees and any person or entity assisting artnet in its performance pursuant to this Agreement.

No waiver by either party of any conditions or the breach by the other of any term or covenant contained in this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a continuing or further waiver of any other condition, or of the breach of any other term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof. If any term of this Agreement is held to be invalid or unenforceable, for any reason, such invalidity or unenforceability shall not affect any other term or provision hereof. This Agreement shall be construed, interpreted, and applied in accordance with and governed by the laws of the State of New York, without giving effect to the conflict of law provisions thereof. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements. Version 9/25/07