

# TERMS & CONDITIONS

## ART DROP BERMUDA



## TERMS AND CONDITIONS

(Date of commencement April 1st 2024)

### APPLICATION PROCESS:

ARTISTS PLEASE APPLY VIA THE ONLINE APPLICATION FORM IF INTERESTED IN SHOWING YOUR BEST OR YOUR LATEST WORK. IT CAN BE WORK PREVIOUSLY SHOWCASED HOWEVER ARTISTS ARE ENCOURAGED TO SUBMIT CURRENT WORK IF POSSIBLE. A \$25 NON-REFUNDABLE APPLICATION FEE WILL BE ISSUED. DIRECT DEPOSIT AND ONLINE WIRE TRANSFERS ONLY. ALL WORK HAS TO BE AVAILABLE FOR PURCHASE. DIGITAL PHOTOS OF SUBMISSIONS ONLY. UP TO THREE SUBMISSIONS FOR EACH APPLICATION CYCLE.

ARTISTS CAN SAVE AND FINISH THE APPLICATION FORM LATER FOR CONVENIENCE.

WORK IS NOT GUARANTEED TO BE INCLUDED IN ANY PARTICULAR SHOWCASE. THE CURATOR(S) RESERVE THE RIGHT TO USE THEIR DISCRETION WITH REGARD TO THE WORK(S) INCLUDED IN THE SHOWCASES. THE CURATOR(S) WILL REMAIN ANONYMOUS UNLESS OTHERWISE STATED.

ARTISTS ARE RESPONSIBLE FOR BRINGING THE WORK TO THE VENUE AT A SPECIFIED TIME AND COLLECTING THEIR WORK IMMEDIATELY AFTER SHOWCASE CLOSING TIME.

ARTISTS AGREE TO PROVIDE APPROPRIATE EASELS OR IF SHOWCASING A NON STANDING SCULPTURE, A STURDY AND SUITABLE PLATFORM FOR THEIR WORK(S) AT THE SCHEDULED

SET-UP TIME. IF AN ARTIST IS LATE FOR SET UP, THERE IS NO GUARANTEE THAT THEY WILL BE ABLE TO SHOWCASE THEIR SUBMISSIONS. THE SHOWCASE MUST START AT THE SCHEDULED TIME IN ORDER TO BE FAIR TO ALL PARTICIPATING ARTISTS.

WORK(S) WILL BE MOVED INTO PLACE BY THE ARTIST BASED ON THE DIRECTIONS OF THE ORGANIZERS.

PLEASE NOTE, IF THE WORK MUST BE MOVED SUBSEQUENTLY, IT WILL BE HANDLED WITH CARE WITHIN THE NORMAL COURSE OF ART HANDLING. THE ARTIST ABSOLVES THE ORGANIZERS OF ANY AND ALL LIABILITY RELATING TO DAMAGES OF ANY KIND.

AFTER THE SUBMISSION DEADLINE ALL ARTISTS WHO WILL BE INCLUDED IN THE SHOWCASE THEY APPLIED FOR WILL BE NOTIFIED VIA E-MAIL IN A TIMELY MANNER.

PLEASE BE ENCOURAGED TO APPLY FOR ALL APPLICATION CYCLES. ALL SHOWS WILL BE DIFFERENT STYLES DIFFERENT THEMES OR DIFFERENT PERSPECTIVES ETC.

NON-INCLUSION OF A WORK FOR A SPECIFIC SHOWCASE IS NOT A REFLECTION OF YOUR TALENT OR SKILL. PLEASE BE ENCOURAGED TO KEEP ON CREATING! BERMUDA AND SOCIAL MEDIA AUDIENCES ARE EXCITED TO SEE YOUR WORK.

### **ARTWORK TO BE SOLD:**

ARTIST NAMES, PHONE CONTACT DETAILS, ADRESSES AND BANKING INFORMATION OF THE ARTIST WILL BE COLLECTED BY THE ORGANIZERS.

PLEASE NOTE: THE ORGANIZERS 25% FEE WILL BE PAID AND DEDUCTED FROM THE COMMENCEMENT DATE OF THE FIRST PAYMENT OR INSTALLMENT AS PER THE BILL OF SALE AGREEMENT.

IF PAYMENTS VIA INSTALLMENTS ARE REQUIRED, A BILL OF SALE AND PAYMENT SCHEDULE WILL BE FILLED OUT AND SIGNED BY THE PURCHASER AND THE ARTIST ON THE NIGHT OF THE SHOWCASE. ELECTRONIC COPIES WILL BE SENT WITHIN 24 HOURS TO ALL PARTIES TO THE AGREEMENT.

THE PURCHASER WILL INFORM THE ORGANIZERS IF THEY ARE INTERESTED IN A WORK ON THE NIGHT OF THE SHOWCASE. THE ARTISTS WILL BE NOTIFIED ACCORDINGLY. DETAILS OF THE PURCHASER WILL BE COLLECTED BY THE ORGANIZERS.

A BILL OF SALE FORM WILL BE FILLED OUT AND SIGNED. THIS BILL OF SALE INCLUDES A BRIEF STATEMENT TO PROTECT THE ARTIST'S INTELLECTUAL PROPERTY RIGHTS.

## LICENSED USE OF CUSTOMIZED DOCUMENTS:

IF AN ARTIST WISHES TO ATTACH A PERSONALIZED, COMPREHENSIVE INTELLECTUAL PROPERTY (IP) RIGHTS AGREEMENT TO THE SALE OF THEIR ART FOR A SPECIFIC SHOWCASE WHICH PROTECTS THE WORK FOR THEIR LIFETIME PLUS 100 YEARS; THE ARTISTS LOGO CAN BE ADDED AND A DETAILED IP DOCUMENT CAN BE PROVIDED VIA E-MAIL OR A DOWNLOAD LINK FOR A FEE OF \$75 FOR THE FIRST WORK. \$15 THEREAFTER FOR EACH WORK PER USE FOR ALL SUBSEQUENT SHOWCASES. (PLEASE ALLOW UP TO 3 WORKING DAYS FOR THIS SERVICE AFTER PAYMENT FOR THIS SERVICE IS RECEIVED). PROOF OF PAYMENT IS REQUIRED BEFORE THE START OF THIS SERVICE.

USE OF THE IP DOCUMENT(S) IS NOT TO BE COPIED OR REPRODUCED AND IS NOT PERMITTED TO BE TRANSFERRED TO ANOTHER ARTIST FOR ANY OTHER USE AT ANY TIME. IT IS FOR EXCLUSIVE USE BY THE ARTIST WHO HAS PAID THE REQUIRED FEE(S).

## PAYMENT AND DELIVERY COMPLETION:

THE ARTIST IS RESPONSIBLE FOR FACILITATING THE COLLECTION/DELIVERY OF THE WORK ON THEIR OWN ACCORD IN ACCORDANCE TO THE BILL OF SALE AND IN AGREEMENT WITH THE PURCHASER.

THE ARTIST IS RESPONSIBLE FOR COLLECTING THE REMAINDER OF THEIR PAYMENTS WITH THE PURCHASER DIRECTLY IN ACCORDANCE WITH THE BILL OF SALE.

THE PURCHASER AND THE ARTIST ARE RESPONSIBLE FOR COMPLETION OF THE PAYMENTS OUTLINED BY THE BILL OF SALE AND THE DELIVERY OF THE ARTWORK ON THEIR OWN ACCORD IN GOOD FAITH.

**ART DROP BERMUDA LIABILITY WAIVER:**

THE ORGANIZERS AND ALL ART DROP BERMUDA AGENTS DO NOT ACCEPT LIABILITY FOR DEFAULTED PAYMENTS BY THE PURCHASER.

ART DROP BERMUDA AND ALL AGENTS WILL NOT BE LIABLE FOR ANY DAMAGES UNDER ANY CIRCUMSTANCES FOR ANY REASONS WHATSOEVER.

ARTIST APPLICATION FEES, THE ART DROP BERMUDA 25% FEE AND ANY FEES ASSOCIATED WITH AD ON SERVICES BY ART DROP BERMUDA ARE NON-REFUNDABLE.

**ALL SALES ARE FINAL.**

END OF DOCUMENT



