



LJL GALLERIES
STONY PLAIN, AB CANADA
PH. (780) 963-9292

ROCKY MOUNTAIN ART TOUR (RMAT)

MEMBERSHIP AGREEMENT

**Membership & Representation (“Agreement”) between
Rocky Mountain Art Tour (“We” or “RMAT”) and the undersigned Artist (“You”)**

MEMBERSHIP COSTS: \$250.00 Annually or \$25 per month.

One Year **Free “Launch” Membership** if you sign up by **December 31, 2022**

One Year **Half Price Member** if you sign up by **June 30, 2023**

MEMBER BENEFITS:

- 1. RMAT Website Membership Posting:** As a member you will receive a listing on the RMAT website with a link to your personal website, social media accounts including email and other contact information that you provide.
- 2. Virtual & Physical Map Listings as part of the Tour** – you will be listed on the Virtual Map on the RMAT website as well on Printed Maps.
- 3. Artist Profile** – An artist profile will be requested to promote your work. Any website, social media page, etc. will be requested as promotional enabler. We will use your already existing platform as an element to promote your work.
- 4. CV/Biography** – You may include “Represented by Rocky Mountain Art Tour” on your CV/biography & website. Permission to do so must be granted by us.

Marketing & Promotions:

- Listing on all marketing & promotional pieces developed by the RMAT.
- Year-round promotion / exposure to the guests of all 10 INN Hotels properties located in Alberta and British Columbia.
- Inclusion in RMAT multi-media marketing and promotion through advertising via Top Tourism & Art Mags and Websites and local distribution throughout tourist centres.
- Included on Invitations sent to extensive mailing list to promote the Tour.
- Worldwide exposure - RMAT promoted to local and International Travellers as part of the Tour promotional packages.

Social Media:

- You and/or your artwork will appear on our Social Media platforms, such as Facebook, Instagram, and others.
- The social media promotion will be aimed at introducing you and your artwork to collectors, new art buyers and the art community, including galleries, designers, art fairs, book, and magazine publishers.
- Social media will also be used to highlight the RMAT to potential visitors.

PLATFORM TO SELL YOUR ART – RMAT WEBSITE

(20 items per Artist & 20% commission)

Take advantage of a higher profile platform: Sell your art via the RMAT website to heighten your profile to both a local and international audience.

- 1. Artwork approved by RMAT:** Art will be posted on our website within ten (10) business days from the day we countersign this Agreement if you provide the required material promptly.
- 2. Great Exposure:** International and local visitors have access to purchase your artwork all year long.
- 3. Pricing of Your Artwork:** If necessary, a consultant of RMAT will suggest a price range for your artwork based on your CV, experience, and the list/selling price of similar work by other artists. If you have ever priced any of your artwork to the public, you must provide us with this information in order for us to make a fair assessment. Once your price list becomes public on our website, you may not quote lower prices for similar artwork during the representation term.
- 4. Artwork Sales:** The RMAT website will provide buyers with the cost of shipment and take off the 20% commission for the sale of your art. You will be paid directly 80% of the sale and the shipping fees collected on the website.

You are responsible for the safe shipment and delivery of your pieces to the buyer.

RMAT is entitled to a 20% commission from the sale of artwork sold on the website. As part of our charitable commitment to support local Artist, we will be giving a part of our commission to the Levasseur Community Trust.

EXHIBIT YOUR ARTWORK AT VARIOUS SHOWS, EVENTS & and at various INN Hotel Properties; *(May be additional fees per show and event – not included with membership fee)*

Art Exhibitions, Events and Pop-up Shows:

- 1. Artwork Selection** – The number of artworks that we will select to exhibit will depend on your representation option and the dimensions of the selected artwork. Selections for the exhibition will be made directly through our curators.
- 2. Scheduling** – Exhibitions take place during the representation term, and we will be using specific timeframes for promotion, mailings, and advertising. We will provide you with the important dates relating to your exhibition such as the delivery date, exhibition opening date, reception date, exhibition closing date and pickup date.
- 3. Online Virtual Exhibition** – Your exhibition selected artwork will also be posted on our website and will remain there for one year or more if the Agreement is re-signed by the Parties. The number of selected artworks will depend on your representation Agreement +/- and any other Agreement.
- 4. Targeted Public Relations** – We will invite a targeted list of contacts such as: private art buyers, consultants, corporations, profit, and non-profit organizations and/or members of the media.
- 5. Invitations by Email** – Invitations to Exhibits & Events will be emailed to our extensive mailing list.
- 6. Listing** – The exhibition will be announced on our Internet site and on other art-related sites if determined to be appropriate.
- 7. Shipping/Delivery/Pickup/Customs** – You are responsible for all arrangements and costs pertaining to the stretching and/or framing, packing, shipping and customs fees.
- 8. You are solely responsible for insuring your art for Shows, Events and while in transit to and from the exhibition location.**

OPPORTUNITY TO DISPLAY ARTWORK AT INN HOTEL PROPERTIES

1. **Display your Art at INN Hotels:** Opportunity to have your art displayed at one of the 10 INN Hotel properties based on availability for a one-year period.
2. **If your art is sold regular commission rate applies.**
3. **You are solely responsible for insuring** your art while onsite at the Hotel and while in transit to and from the location.
4. **Exclusivity:** You may be represented by other galleries, but any physical artwork that is exhibited at the hotel, event or pop-up event, the sale must go through the Rocky Mountain Art Tour or you will be liable to the commission on that artwork.

**Artwork installed at INN Hotels properties is not part of a show, event, or Pop-Up event.*

ADDITIONAL TERMS & CONDITIONS

Representation Term – The term of your representation is for one year from the date that we receive the signed Agreement and payment for membership.

Limitation of Liability – By signing this Agreement you warrant and represent that you are eighteen (18) years of age or older and of full legal capacity to enter into all of the terms, agreements and conditions contained in this Agreement.

You certify that your artwork is original and does not infringe the intellectual property or other proprietary rights of third parties. RMAAT will not be liable with respect to any subject matter of this Agreement under any contract, negligence, or other theory, at law or in equity, for any amounts aggregating in excess of either the insurance proceeds received in connection with your claim or in the event that your insurance claim is denied for any reason whatsoever and/or is not covered by our insurance policy.

Scheduling – RMAAT retains the right to reschedule and/or postpone or curtail an exhibition and/or any exhibition related event without notice, should an event beyond our control and/or an unforeseen event occur, including, but not limited to, extreme weather conditions or pandemics. We will attempt to give prior notice if possible and will reschedule your exhibition to a later date.

Art Representation Consent – You represent and warrant that you are not currently represented by an agent and/or a gallery in an exclusive manner and warrant that you are free and able to engage RMAAT to represent you upon the terms contained in this Agreement and that there are no contracts, restrictive covenants or other agreements or obligations preventing or interfering in any manner with the terms of this Agreement.

You agree to indemnify, defend, and hold harmless RMAAT, their director, employees, and representatives from and against any claims, losses, liabilities, actions, complaints, proceedings, costs, and expenses (including but not limited to attorney's fees), damages and liabilities arising out of or relating to RMAAT representation of you, including your breach of the representations, warranties, and obligations in this Agreement.

You confirm that you understand that RMAAT will promote your artwork on the Internet and potentially in various publications and may also use your name, image, and likeness. Accordingly, you hereby release, discharge and unconditionally and irrevocably waive your right to make any claim or complaint of any kind or bring any action or proceeding against RMAAT.

Please note that we are not liable for any matters related to the Internet sites, including, and without limitation; outage; downtime; server and network issues and aspects that may affect the display of your artwork.

Acknowledgement – This Agreement contains the entire agreement and understanding for the collaboration between You and RMAT. Accordingly, this Agreement may not be altered or modified in any manner whatsoever except by in writing which is duly signed by You and RMAT.

You further acknowledge and agree that you have carefully read and understood all of the terms of this Agreement and you fully know and understand their binding effect. In the event that any term, condition, or provision contained in this Agreement shall be held or deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect, impair, or invalidate any other term, condition, or provision contained in this Agreement and all remaining terms, conditions, and provisions contained in this Agreement shall remain in full force and effect. The failure RMAT to strictly enforce any of its rights and/or any of the terms of this Agreement shall not constitute a waiver of any of its rights. Both Parties will act as independent contractors. In the event of any claim, dispute or litigation regarding this Agreement or any aspect whatsoever relating to this Agreement or any act or omission relating to the relationship between the Parties, you hereby unconditionally consent to the exclusive jurisdiction of the courts of the Province of Alberta, CA shall apply. The laws of the Province of Alberta, CA shall govern this Agreement.

Artist name _____

Signature _____

Date _____

Director _____

Signature _____

Date _____