

# GENERAL TERMS AND CONDITIONS ARTS CROSSROAD ONLINE GALLERY

## 1. ARTS CROSSROAD ONLINE GALLERY

ARTS CROSSROAD ONLINE GALLERY (hereinafter ARTS CROSSROAD) is an art gallery that offers talented and emerging artists from all over the world to present their original artworks at small-medium-large scale exhibitions in the heart of Switzerland. We organise from almost solo exhibitions to medium size fairs, as well as providing possibility to the Artists to present their artwork through Arts Crossroad Gallery at Art International Zurich 2022.

## 2. General Terms

The exhibitions are organized by Arts Crossroad Online Gallery | Asya Haroutunian (organiser), except for Art International Zurich 2022, where ARTS CROSSROAD is a facilitator.

The exhibitor is the contract partner of the organiser/facilitator. The exhibitor is the person who has been admitted to the event by the Artistic Board. Only the contractual partner is authorized to act as a customer.

The organiser cannot give any guarantee for the commercial success of each exhibitor, nor for the number of visitors.

## 3. Participation

Artists of any nationality, gender, and age can apply. The artwork(s) submitted must be your own work. This means that You must have made the artwork yourself and it must not be a copy of another artwork by another artist. The decision whether to accept an artwork is solely up to the Artistic Board, no racist, pornographic, or unethical works will be accepted.

## 4. Registration

Applicant must fill out the registration form on the ARTS CROSSROAD website and make prepayment of CHF 150/CHF50 for In-person and Virtual Exhibition accordingly. As soon as the registration is completed, the application will be reviewed by Artistic Board and a decision will be made on admission. In case of a positive decision, the total amount (less the CHF 150/CHF50 prepayment) will be invoiced and is payable within 15 days. In case of a negative decision of the Artistic Board, the prepayment will be refunded within 3-5 business days.

## 5. Admission

The Artistic Board of ARTS CROSSROAD has sole responsibility for selecting the exhibitor. Applicants are not automatically entitled to participate and any such claim by rejected applicants, exhibitors, and/or third parties or due to rejected exhibits is invalid and will not be considered. All decisions by the organiser are final; rejected applications do not have to be justified or explained by the organiser.

The ARTS CROSSROAD management requests exact details of the individual artwork intended for exhibition. Once the works are approved to exhibit, no more changes can be made. Only the artworks approved to exhibit should be sent to be exhibited. The artworks that have not been registered and approved may not be exhibited, and ARTS CROSSROAD management reserves the right to reject the exhibition of such works at the exhibitor's expense.

ARTS CROSSROAD management may refuse admission if the exhibitor has not fulfilled due financial obligations to ARTS CROSSROAD. It is also entitled to cancel an admission already granted if it turns out that this was done on the basis of false information or requirements.

## 6. Onsite support | sales commission

Your artworks are looked after on site by our professional sales team. We will actively seek the sale of your art work.

In the case of a sale of an artwork at fairs/exhibitions, the artist receives 75% of the sales price minus any credit card or bank fees, which are charged to ARTS CROSSROAD by the respective payment institutions. In the case of a sale of an artwork online, the artist receives 65% of the sales price minus any credit card or bank fees, which are charged to ARTS CROSSROAD by the respective payment institutions. In case of a sale the artist will be informed immediately. As soon as the money arrives on our bank account, it will be forwarded to the artist without further deductions.

## 7. Exhibition space allocation, design, hanging and labelling at the exhibition

If all admission requirements are met, the ARTS CROSSROAD management will take over the management of the the assignment of the exhibition space and the location. The primary criteria are even allocation of exhibition scape which will give equal and fair opportunity to exhibitors to expose their artworks in full.

The hanging of the artworks, the installation of the labels as well as the entire design of the exhibition is done by the ARTS CROSSROAD. It is not possible to move or replace artwork during the exhibition. The artist is not allowed to apply additional lettering or to put on advertising material such as flyers.

## 8. Insurance

All artworks are insured from the time of acceptance from the forwarding agent until returning them to the forwarding agent.

## 9. Transport of the artworks

The artist takes care of delivery and return of the artwork to/from Switzerland himself/herself. The transportation of artworks between Arts Crossroad warehouse to exhibition venue is covered by ARTS CROSSROAD.

## 10. Violation of intellectual property rights

The legal provisions on the protection of intellectual property rights, in particular patent, trademark, design, copyright and unfair competition rights must be respected. Anyone who violates the property rights of third parties in an exhibition can be held liable under both civil and criminal law. If someone fears that their intellectual property rights are being violated at an exhibition, they can request the competent court to order a precautionary measure prohibiting the presentation of certain products or services at the exhibition. In such case, ARTS CROSSROAD management will immediately remove the artwork in question.

## 11. Payment Terms

We accept all major credit cards, PayPal and bank transfers. In case of a positive decision of the Artistic Board,

**for packages with Single Location & Online 3D Virtual 3D Exhibition:** 100% of the total invoice is due with a payment deadline of 15 days;

**for packages with Two locations:** 50% of the total invoice is due with a payment deadline of 15 days and remaining 50% of the total invoice is due with a payment deadline of 15 days no later than 90 days before the start of the second exhibition.

## 12. Cancellation

In case of cancellation after acceptance by the Artistic Board the prepayment is not refundable.

In case of cancellation until 90 days before the start of the exhibition, 50% of invoice is due.

From 89 days before the start of the exhibition, the registration cannot be cancelled, 100% of invoice is due.

## 13. COVID-19

In case of a postponement of your booked event due to official restrictions because of the current Covid19-pandemic, you will not lose any money. Your payments will then be credited towards participation in one of our events in the next 2 years.

## 14. Right of recording of the ARTS CROSSROAD ONLINE GALLERY

The exhibitor allows ARTS CROSSROAD to create an unlimited number of photographs and reproduction on paper or informatic support. This concerns the reproduction of art works and the transmission aimed to communication and publicity in every kind of media, paper, web, or other support. On the site, the organiser is allowed to create any kind of picture or sound performance around the event, including around art works, objects, or persons. The exhibitor waives all objections based on copyright and personal rights.

## 15. Cancellation, termination, postponement or adjustment of the exhibition

The ARTS CROSSROAD management is entitled to cancel, prematurely suspend or postpone an exhibition for an important reason prior to its realization or to adapt the operation to the circumstances. If an exhibition must be cancelled, prematurely interrupted, postponed or adapted to the circumstances for an important reason, ARTS CROSSROAD is released from its performance obligations and the exhibitors have no claim against ARTS CROSSROAD for performance, withdrawal from the contract or compensation. Payments already made will be refunded, less any expenses already incurred by ARTS CROSSROAD in connection with the cancelled exhibition. Good cause shall be deemed to exist if force majeure, an official order or other circumstances for which ARTS CROSSROAD is not responsible make it impossible or difficult to hold an exhibition properly, or if the exhibition management deems it unreasonable to hold an exhibition for economic or political reasons.

## 16. Liability

The liability for direct damages is limited to the sum of the service, product or license purchased by the exhibitor. This limitation of liability does not apply to direct damages caused by gross negligence or intent. The exhibitor is obliged to report any damages to the organiser immediately. The liability for any indirect damages and consequential harm caused by a defect is completely excluded. Any liability for auxiliary persons is completely excluded.

## 17. Intellectual property rights

All rights to the products, services and any trademarks are the property of the organiser or the organiser is authorized to use them by the owner. Neither these terms and conditions nor any individual agreements relating to them contain the transfer of intellectual property rights, unless this is explicitly mentioned. In addition, any further use, publication and the making available of information, pictures, texts or other things which the exhibitor receives in connection with these regulations is prohibited, unless it is explicitly approved by the organiser. If the exhibitor uses contents, texts or pictorial material in connection with the organiser in which third parties have a property right, the exhibitor has to ensure that no property rights of third parties are violated.

## 18. Data protection

a. The organiser processes personal data of the exhibitor for a specific purpose and according to the legal regulations.

b. The personal data provided for the purpose of registration (such as name, e-mail address, postal address, payment data) will be used by the organiser to fulfill and process the contract. This data will be treated confidentially and will not be passed on to third parties who are not involved in the ordering, exhibition and payment process.

c. The exhibitor has the right to request information free of charge about the personal data stored about him/her by the exhibitor. In addition, s/he has the right to correct incorrect data, block and delete his/her personal data, unless there is a legal obligation to keep records.

d. Further information on the type, scope, location and purpose of the collection, processing and use of the required personal data by the organiser can be found in the privacy policy.

## 19. Information about changes

a. These terms and conditions can be changed by the organizer at any time.

b. The new version comes into force by publication on the organizer's website.

c. The version of the General Terms and Conditions which is in force at the time of the conclusion of the contract shall generally apply to the exhibitors. Unless the exhibitor has agreed to a newer version of the GTC.

## 20. Additional service included

a. Technical stand installations and name signage

b. Acceptance of delivery of your exhibition goods, unpacking of the works and storage of the boxes.

c. Artworks will be hung on site at the stand, sculptures placed, information material / brochures displayed etc.

d. Exhibition stand will be supervised by specially engaged staff (specific information and sales)

e. Handling of returns: packing of unsold works and handover to forwarding agent

f. All web publications including artist page on Arts Crossroad Gallery website

g. Marketing Package: Banners and Posters, Publications/Advertisements in local cultural magazines/webpages, social media posts, etc.

## 21. Severability clause

Should any provision of this contract or an enclosure to this contract be or become invalid, the validity of the contract as a whole shall not be affected. The contracting parties shall replace the invalid provision by a valid provision which comes as close as possible to the intended economic purpose of the invalid provision. The same shall also apply to any contractual loopholes.

## 22. Confidentiality

Both parties, as well as their assistants, undertake to treat all information submitted or acquired in connection with the services as confidential. This obligation remains in force after the termination of the contract.

## 23. Force Majeure

If timely performance by the Organiser, its suppliers or third parties is made impossible as a result of force majeure such as natural disasters, earthquakes, volcanic eruptions, avalanches, storms, tempests, wars, riots, civil wars, revolutions and uprisings, terrorism, sabotage, pandemics, strikes, nuclear accidents or reactor damage, the Organiser shall be released from its obligations for the duration of the force majeure and a reasonable start-up period after its end. If the force majeure lasts longer than 30 days, the Organiser can withdraw from the contract. Any further claims, especially claims for damages due to vis major are excluded.

## 24. Applicable law / legal address

The relationship between the exhibitor and the organiser is subjected to Swiss law.

As far as there are no mandatory legal provisions, the court at the organiser's registered seat shall have jurisdiction.

The registered seat of ARTS CROSSROAD ONLINE GALLERY | Asya Haroutunian is Schulweg 12, 6415 Arth, Switzerland

## 25. Legal

a. The exhibitor accepts these terms and conditions with his/her registration. These terms and conditions take precedence over all older provisions and contracts. Only provisions from individual contracts which still specify the provisions of these GTC take precedence over these GTC.

b. The exhibitor declares with his registration that he/she is the producer of the registered artwork.

c. The copyright of the artworks remains with the artist at all times. ARTS CROSSROAD has the right to publish the artwork on its own website as well as on all social media platforms and to use it for print media relating to ARTS CROSSROAD.

d. Deviating, conflicting or supplementary General Terms and Conditions, even if known, will not become part of the contract, unless their validity is expressly agreed in writing.

Arth, Switzerland, August 25, 2022