

# ART BOX ARTIST MEMBERSHIP AGREEMENT

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This agreement constitutes the final agreement of the parties, It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness. By signing this agreement, you agree to the following terms:

## Rules and Requirements

### Painting Requirements:

Artist's designs must be original, not in the public domain, or contractually bound to any other party. The artist agrees NOT to use, share, sell, gift, advertise, recreate, redesign, or reproduce the purchased design and instructions in any form or fashion. The designs are the sole property of the artist at all times.

### Painting Specifications:

Size: 8x11 canvas

Paint: Acrylic

Colors: 4-7 (mixing is encouraged)

Level: Beginner-Intermediate

Recreate time: 1.5 - 2 hours

### Instruction Specifications:

Text and Video accepted. A combination of both is preferred but not required. Must include info regarding paintbrushes.

### Rate:

\$5 for each art box with your design that sells.

### Paydays:

The 1<sup>st</sup> and the 15<sup>th</sup> of every month for the two previous weeks.

### Forms of Payment:

Zelle, PayPal

### Taxes:

Income is reported on a 1099 form. Freelance artists are categorized as subcontractors. Freelance artists are responsible for paying for their own taxes. Five14 Wine and Paint Bar Art Studio does not withhold taxes.

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## **Termination Procedure:**

All parties have the right to terminate this agreement at any time, without reason, with proper notice. Terminations should be in writing and forwarded to the other party via email.

## **The agreement will terminate immediately if:**

- the artist has not complied with this agreement
- the artist attempts to transfer any of the rights granted to Five14 in connection with this agreement
- the artist uses the design in a manner not expressly permitted by this agreement

## **Contact:**

All designs and design questions should be forwarded to [Five14studio.com](http://Five14studio.com) or 571-406-5819.

**\*\*All designs are subject to approval. Obscene and offensive images are prohibited.**

## **Effective Date:**

This agreement is effective when the artist signs and submits this form.

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Ashley Frazier, Owner / Date

Artist Signature / Date

ART STUDIO