

# Service Contract

This **Service Contract** ("Contract") is entered into on this \_\_\_\_\_, by and between **Beck Fine Art LLC**, doing business as **Fine Art Local** with an online store of FineArtLocal.com and a gallery located at 200 Willard Street, Wilmington NC 28401 ("Fine Art Local"), and the undersigned artist ("Artist"). Collectively, Fine Art Local and Artist may be referred to as "Parties."

## 1. Scope of Services

Fine Art Local agrees to provide the following services to Artist:

**1.1 Online Representation:** Artist's approved artworks will be showcased on FineArtLocal.com, an online platform managed by Fine Art Local. This includes professional display, marketing, and streamlined sales management.

**1.2 Optional Physical Gallery Space:** Artist may opt for a designated physical gallery space located at ArtWorks in Wilmington, NC, subject to the payment of associated fees.

**1.3 Marketing and Sales Management:** Fine Art Local will manage targeted marketing efforts, process sales transactions, remit taxes, and handle shipping logistics.

**1.4 Financial Services:** Fine Art Local will ensure timely payouts for sold artworks and provide year-end tax documentation.

## 2. Artist Obligations

**2.1 Guidelines Compliance:** Artist agrees to follow all guidelines set by Fine Art Local's management regarding submission standards, gallery participation, and marketing requirements. Artist must provide a W-9 to Fine Art Local before commission is issued.

**2.2 Commitment:** Artist commits to one year or half year of participation in the FineArtLocal.com online platform specified in 3.1. Physical gallery participation requires the same duration of commitment.

**2.3 Fees:** Artist agrees to pay applicable fees as outlined in Section 4 of this Contract.

**2.4 Quality Standards:** Artist is responsible for ensuring the quality and readiness of their artwork for both online and physical display.

## 3. Term of the Contract

**3.1 Term Duration:** The term of this Contract is \_\_\_\_\_ months from the commencement date.

**3.2 Commencement Date:** The tentative commencement date is **January 10, 2025**. If delays occur, the commencement date will be adjusted accordingly, and Artist will be notified in writing.

**3.3 Term Subject to the Rental Agreement between Fine Art Local and the Landlord.** The term of this Contract shall not exceed the term of the Rental Agreement between Fine Art Local and Landlord which ends one year after the commencement of the FineArtLocal.com.

## 4. Fee Structure and Payments

### 4.1 Online Platform Service Fee:

- Monthly Fee: \$60/month for 2025 (Half Price Special; Regular price: \$120/month).
- Annual Fee: \$600/year for 2025 (Half Price Special; Regular price: \$1,200/year).

### 4.2 Physical Gallery Space Management Fee (Optional):

- 5 ft. wall: \$75/month.
- 10 ft. wall: \$150/month.
- Lump Sum Discount: A 5% discount applies to annual payments made upfront.

**4.3 Commission:** Fine Art Local will take a 30% commission on each artwork sold, whether online or in the physical gallery.

**4.4 Payment Schedule:** All service fees and gallery space payments must be made in advance per the agreed schedule.

**4.5 Deposit:** There is a deposit of one month fee required for Artist who chooses to make monthly payments instead of a lump sum payment. The deposit will be refunded if the artists fulfill all the terms and conditions of the contract. Early termination, no payment or other violation of the service agreement will forfeit the deposit.

## 5. Marketing and Sales

5.1 **Marketing Efforts:** Fine Art Local will oversee targeted marketing campaigns, including SEO, email newsletters, and social media promotions.

5.2 **Sales Transactions:** Fine Art Local will manage payment processing, sales tax collection, and customer service for all sales.

5.3 **Shipping:** Shipping fees will be collected at the time of sale and covered by the buyer. Fine Art Local will manage shipping logistics.

5.4 **Tax Compliance:** Fine Art Local will remit all applicable sales taxes and provide the Artist with a Form 1099 at year-end.

## 6. Termination

6.1 **Termination by Artist:** Artist may terminate this Contract before the commencement date without penalty. After the commencement date, termination before the end of the term is only permitted with a 30-day written notice and a penalty of one additional month's service fees.

6.2 **Termination by Fine Art Local:** Fine Art Local may terminate this Contract with written notice for breaches of guidelines or non-payment of fees.

6.3 **Termination by Landlord:** The landlord of the premises may terminate the rental of the physical space for reasons of sales, death, illness or force majeure. Artist agrees to indemnify Fine Art Local for any inconvenience, loss, or damage caused by Landlord's action.

## 7. Indemnification and Liability

7.1 **Indemnification:** Artist agrees to indemnify and hold Fine Art Local harmless from any claims, damages, or expenses arising from the Artist's breach of this Contract or third-party claims related to Artist's work.

7.2 **Liability Limitation:** Fine Art Local's total liability shall not exceed the total fees paid by the Artist under this Contract.

## 8. Miscellaneous

8.1 **Amendments:** This Contract may be amended only in writing, signed by both Parties.

8.2 **Governing Law:** This Contract shall be governed by the laws of the State of North Carolina.

8.3 **Entire Agreement:** This Contract constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

**IN WITNESS WHEREOF**, the Parties have executed this Contract as of the date written below:

### Beck Fine Art LLC dba FineArtLocal.com

By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Artist

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature PLEASE PRINT

Date: \_\_\_\_\_

### Payment Options:

Online Platform Service: \_\_\_\$60/month or \_\_\_\$600/year

Gallery Wall Fee: 5' wall \_\_\_\$75/month or \_\_\_\$855/year 10' wall \_\_\_\$150/month or \_\_\_\$1710/year

**If paying online, please email a scanned copy of the signed contract to alex@capefearliving.com. If paying by check, mail the check and the signed contract to: Beck Fine Art LLC, PO Box 1892, Leland NC 28451.**