

## **Terms and Conditions**

### **Labs New Artists III**

The artists agree that by entering the Open Call, they might be selected to be showcased in Labs New Artists III. Artwork selected by Red Hook Labs from the submission will be exhibited in the Labs New Artists III exhibition in New York and will travel internationally.

## **Consignment Agreement**

Those artists selected to participate in Labs New Artists III exhibition will grant Red Hook Labs the right to sell their work and will sign a consignment agreement. The artist will receive 50% of the sales price of their work and Red Hook Labs will receive the other 50% of the sales price. 100% of Red Hook Labs' commission will be a donated to the non-profit, 501(c)3 Red Hook Labs Education and Jobs Initiative. The Gallery shall price the Works at the Sales Price agreed with the Artist in advance and the Sale Price of any Work will be subject to additional relevant Sales Tax charges.

Sales prices and edition sizes shall be agreed upon in advance between Red Hook Labs and the artist. No discounts exceeding 10% will be given without the artist permission. The Consignment Period for the Works shall begin at time of receipt and continue for 1 year. At the end of the 1 year period, the consignment agreement can be cancelled by either the artist or the gallery by giving a written notice. At the termination of the consignment agreement is the artist's responsibility to pick up their work.

## **Production**

Artist is responsible for all production, framing and delivery of their framed prints to Red Hook Labs if not otherwise agreed upon. If the Artist is unable to pay for framing, they may apply to Red Hook Labs for financial support which will be awarded on a limited basis.

If Gallery has in anyway contributed to printing or framing costs, those costs will be deducted from the Artist's share of any sales.

## **Rights**

In addition to granting Red Hook Labs the rights to sell their work under the terms of the consignment agreement, the artist also gives Red Hook Labs the rights to use the selected work and biographical material to promote the artist, exhibition and Red Hook Labs.

The Artist warrants that they are the sole copyright holder of the work submitted and that the images submitted are original work. The Artist shall indemnify, and hold Red Hook Labs, and any of its partners, harmless from any claims on the artist work.

If any prints are lost or damaged while in galleries possession, gallery will pay the cost of replacing the print or prints, but shall not be liable for any further damages.