



Your participation with Sculpture Collector, LLC and SculptureCollector.com or as sometimes referred to in this agreement as Sculpture Collector. Our efforts to show, market & sell your Sculpture/Sculptural Objects/Artwork on our website or other marketing outlets/venues/collateral materials is of extreme importance. From the outset we feel that this relationship of mutual trust and understanding is a very important component of success.

You are an individual, family member, trust, or a business that has the legal right to sell your respective sculpture(s) into the secondary sculpture art resale market.

This Agreement of Understanding establishes the expectations we require of our Sculpture Collector Sellers/Resellers. Your signature and the checking of the Acceptance Box at the end of this Agreement designates, that should we accept your Sculpture/Sculptural Objects/Artwork to be listed for sale on SculptureCollector.com, you agree to comply with this Secondary Resale Market Agreement of Understanding.

Commissions

Sculpture/Sculptural Objects/Artwork selling \$4000.00 and above are as follows:

20% commission per item

Sculpture/Sculptural Objects/Artwork with a final sales price below \$4000.00 are as follows:

25% commission per item

Sales Commission – SculptureCollector.com commission rate is 20% of the final/actual sales price of the Sculpture/Sculptural Objects/Artwork that is paid by the Buyer to Sculpture Collector at or above \$4000.00 USD. Freight, crating, insurance are not commission based.

Example: Buyer pays \$6000.00 USD for Sculpture/Sculptural Objects/Artwork to SculptureCollector.com, Seller/Reseller owes commission of \$1200.00 USD to SculptureCollector.com. Seller/Reseller receives \$4,800.00 USD from SculptureCollector.com. If final/actual sales price of the Sculpture/Sculptural Objects/Artwork is under \$4000.00 USD, the sales commission rate is 25%.

Example: a sculpture sells for \$2000.00 USD, Seller/Reseller owes commission of \$500.00.00 USD. Seller/Reseller receives \$1500.00 USD from Sculpture Collector.

Terms of Payment for Buyer - Payment in full to SculptureCollector.com is due prior to Seller/Reseller shipping of the Sculpture/Sculptural Objects/Artwork.

Payments to Seller/Reseller– SculptureCollector.com will require the Buyers payment in full for all orders. Payment in full will be required before shipping, unless SculptureCollector.com has made prior arrangements with the Seller/Reseller and Buyer. Seller/Reseller will be issued a Purchase Order from the Buyer and said purchase order will be sent from SculptureCollector.com. Said Purchase Order will be paid by Sculpture Collector acting as a broker/agent for the sale. Upon delivery and acceptance of Buyer of said Sculpture/Sculptural Objects/Artwork less any commissions/monies due Sculpture Collector within 7 - 10 business days. Standard payment is Company Check, but EFT (Electronic Funds Transfer) is optional. This 7 – 10 period is due the Buyer Assurance Policy of Sculpture Collector, LLC. [Click Here to View Buyer Assurance Policy](#)

Photos/Images & Information - Sculpture Collector will need proper photos and information on all listed pieces. Images can be uploaded to us in .JPG or TIF format through your SculptureCollector.com account, emailed to us as attachments, or sent to us on a thumbnail drive. Slides, transparencies and photographs are also acceptable. There can be additional charges for image scanning and larger collections. We will let you know of any additional charges in advance.

Shipping of Sculpture/Sculptural Objects/Artwork - Seller/Reseller will be responsible for all packaging/crating arrangements and will ship Sculpture/Sculptural Objects/Artwork to the designated Buyer, shipping address to be provided by Sculpture Collector. Buyer to pay for all shipping and insurance from Seller address. Seller/Reseller to be reimbursed by Sculpture Collector for Shipping and Insurance charges (as they usually have to be paid up front - No COD in most cases).

Sculpture/Sculptural Objects/Artwork has to be in condition as represented by you the Seller/Reseller. If there are defects we need to know them up front. Should Sculpture/Sculptural Objects/Artwork be misrepresented in any way you are responsible and financially liable for sculpture freight and packaging both ways. Simple if there are defects tell us up front and we will deal with the buyer to prevent any misunderstandings upon receiving shipment of said sculpture. [Click Here to View Buyer Assurance Policy](#)

Packaging/Crating - All packaging and crating is at discretion of the Seller/Reseller. If SculptureCollector.com is handling the sales for the Seller/Reseller. The packaging/crating company needs to package or crate to insurance standards. In other words Sculpture/Sculptural Objects/Artwork needs to be packaged properly.

Term of Agreement - The length of this agreement is 12 months and will automatically renew for consecutive (6 month periods), unless canceled by either party to this Agreement upon ten days notice. The length is determined by date of Agreement with Sculpture Collector and will include any sales that are in progress and those who have expressed interest in listed sculptures. *Listing with other Galleries or Online services is frowned upon and may result in cancellation for Seller/Reseller.* In addition if you sell the listed sculpture outside of SculptureCollector.com with or without our knowledge or consent you are subject to paying a commission of 10% of the listed price or the offered price by the buyer of said piece on SculptureCollector.com. Sculpture Collector, LLC determines which of those prices will be used for commission purposes. Payment is due within 10 days to SculptureCollector.com. We will invoice you directly. We are a business working hard to sell your sculpture, please treat us fairly.

Web Site Display Agreement - Sculpture Collector will display Sellers various selected piece(s) of Sculpture/Sculptural Objects/ Artwork contracted for on the SculptureCollector.com Website or other marketing venues/outlets deemed appropriate by Sculpture Collector. Sculpture Collector retains the right to accept or reject all Sculpture/Artwork that has been submitted to us at anytime. Sculpture Collector retains all control over the marketing design and placement of all Sculpture/Sculptural Objects/Artwork that has been accepted. All design rules and rights for Sculpture Collector Website and other various venues/outlets/ collateral materials remain in the complete control and discretion of Sculpture Collector. This is done for the overall good of the Sculpture Collector effort and any Seller involvement.

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All Sculpture/Sculptural Objects/Artwork and artist related materials, the Sculptor/Artists, Sellers/Resellers and any other third party content in this web site, are protected under their respective copyright and trademark laws.

