BHM DOLEMAN BLACK HERITAGE MUSEUM, INC.

"We wish to plead our own cause. Too long have others spoken for us. Too long has the public been deceived by misrepresentations, in things which concern us dearly."

~~~John Brown Russwurm (1799-1851)

# **Online Artist Agreement**

| This Artists Agreement ("Agreement") is made and entered into as of [Date]            | between the Doleman             |
|---------------------------------------------------------------------------------------|---------------------------------|
| Black Heritage Museum, Inc., located at 33-35 W. Washington Street, Room 210, Hagerst | own, MD 21740 (hereinafter      |
| referred to as "DBHM"), and [Artist's Name]                                           | ·                               |
| [Artist Address]                                                                      | (hereinafter referred to as the |
| "Artist").                                                                            |                                 |
|                                                                                       |                                 |

#### 1. Purpose:

This Agreement outlines the terms and conditions under which the Artist agrees to participate in DBHM's Black Artists e-commerce platform. Your artwork can remain on the website for up to one year and will be reviewed annually. The artists are responsible for submitting high-resolution photos of their art, a complete description of the posted work of art(s) size, price, and inspiration, along with an artist bio.

# 2. Participation and Donation:

a. The Artist agrees to participate in DBHM's Black Artists e-commerce platform without a consignment fee but acknowledges the requirement to donate to DBHM, the details of which shall be mutually agreed upon by both parties.

# 3. Artwork Requirements:

a. All artworks submitted by the Artist must align with DBHM's mission and vision to educate and enlighten the community about the Black American experience.

b. The project director of DBHM must approve artwork before it is displayed on the website.

#### 4. Sales and Fulfillment:

a. The Artist agrees that upon purchase, the art must be mailed out to the customer within 72 hours, ensuring prompt delivery and customer satisfaction.

b. The Artist also agrees to donate to DBHM within 48 hours of the completion of customer sales fulfillment.

# 5. Compliance and Disqualification:

a. DBHM reserves the right to not approve or disqualify an artist from the program if there is a violation of any of the measures outlined in this Agreement.

b. In case of three consistently poor reviews received by the artist, DBHM reserves the right to remove their art from the online gallery immediately.

# 6. Duration of Agreement:

This Agreement shall commence on the date of acceptance by both parties and shall remain in effect until terminated by either party upon 30 days' written notice to the other party.

# 7. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Maryland, without regard to its conflicts of laws principles.

# In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

| Doleman Black Heritage Museum, Inc.                                |
|--------------------------------------------------------------------|
| Authorized E-Signature:                                            |
| Printed Name: <u>Alesia Parson.</u> Title: <u>Project Director</u> |
| Date:                                                              |
| [Artist's Name]                                                    |
| Authorized Signature:                                              |
| Printed Name:                                                      |
| Date:                                                              |

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