

The Fine Artists Exhibition & Sunapee Landing Trading Companies Terms & Conditions

By checking "Yes" to the "I AGREE" box below, the artist agrees that the following terms and conditions and those of the General Terms of Service and Privacy Policy, as published and available on the Sunapee Landing Trading Company website through the foregoing links, form an agreement between the artist and Sunapee Landing Trading Company

Terms:

"Artist" shall mean the person who created the artwork and who is responsible for and owns the artwork.

"Artwork" shall mean the tangible works of art created by Artist, the copyright to which remains with the Artist, and which the Artist submits to an Art Show for consideration as part of Artist's Application under the terms of this Agreement.

"Images" shall mean digitized images of the Artwork.

"Website" shall mean the site on the World Wide Web through which Artist last clicked to reach this Agreement and which is maintained by Sunapee Landing Trading Company for the submission of Applications and Images by artists for purposes of allowing artists to apply for and have their Applications and Artwork evaluated by The Fine Artists Exhibition Show for possible acceptance and granting of the right to participate and show Artwork at The Fine Artist Exhibition.

"Event" shall mean The Fine Artists Exhibition show scheduled for August 6-14, 2016 located in Sunapee, NH

The Artist agrees that:

1. Submission of Applications and Images. The Artist's submission of Images of Artwork and Applications to The fine Artists Exhibition shall be between Artist and Sunapee Landing Trading Company under and subject to the terms and conditions of this Agreement.

2. The artist hereby agrees to a Grant of Limited Rights; No Copyright Transfer. Artist hereby grants to THE FINE ARTISTS EXHIBITION AND SUNAPEE LANDING TRADING COMPANY a nonexclusive

license to use the Artwork and Images for the following limited purposes: (a) to permit SUNAPEE LANDING TRADING COMPANY to use the submitted image(s) on their website to promote the artist. (b) To be used in the promotion of "THE FINE ARTISTS EXHIBITION" in paper or website advertising to be used publicly.

The limited rights and license granted under this Agreement do not include any assignment or transfer of the copyright in the Artwork and Images and do not include any right to otherwise reproduce, digitize, edit or modify the Artwork and Images, in whole or in part.

3. Artist's Representations. Artist represents and warrants to The Fine Artists Exhibition, that (A) the Artwork was created exclusively by Artist; (B) Artist is the sole owner of all rights in the Artwork; (C) by entering into this Agreement and submitting the Application and Images, Artist is not violating any agreement with any third party; and (D) the Artwork does not infringe upon any intellectual property, privacy, publicity, or other rights of any third party (the "Artist's Representations").

4. Return of Images. The Fine Artists Exhibition and or Sunapee Landing Trading Company has no responsibility to Artist for the return of any Images submitted through the internet.

5. Duty of Care. Sunapee Landing Trading Company will use reasonable efforts to control the security of the website, but does not warrant that the website will be able to protect Artwork and Images from infringement or piracy. Artist acknowledges that technological advances of those trying to break codes and encryption devices may outpace the technology of encryption and security and that there is no such thing as an absolutely secure website. The Artist further acknowledges that the publication of digitized data on the Internet necessarily makes it possible for Artwork to be copied in some form and for dishonest people to attempt to profit from that copying. Artist agrees that Sunapee Landing Trading Company shall have no liability for any negligence or lack of due care in failing to protect the security of the website and Artist's rights in the Artwork and Images, but, subject to the other limitations of Section 6 of this Agreement, Sunapee Landing Trading Company shall be liable for any gross negligence and intentional wrongdoing on its part with respect to the security of the website and the protection of the Artist's rights in the Artwork and Images.

6. Limitation of Liability. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE FINE ARTISTS EXHIBITION AND SUNAPEE LANDING TRADING COMPANY HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR

PURPOSE WITH RESPECT TO THE SUNAPEE LANDING TRADING COMPANIES WEBSITE. IN NO EVENT WILL THE FINE ARTISTS EXHIBITION AND/OR SUNAPEE LANDING TRADING COMPANY BE LIABLE TO ARTIST FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR OFFENDED MORAL RIGHTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FINE ARTISTS EXHIBITION AND SUNAPEE LANDING TRADING COMPANY SHALL HAVE NO OBLIGATION TO PROTECT ARTIST'S MORAL RIGHTS, IF ANY, IN THE ARTWORK AND IMAGES. ARTIST'S SOLE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY THE FINE ARTISTS EXHIBITION AND/OR SUNAPEE LANDING TRADING COMPANY, FOR ANY UNAUTHORIZED PUBLICATION OF ARTWORK THROUGH THE WEBSITE OF SUNAPEE LANDING TRADING COMPANY

7. Indemnification. The Artist agrees to indemnify, defend and protect THE FINE ARTISTS EXHIBITION AND/OR SUNAPEE LANDING TRADING COMPANY, for any cost and expense, including attorney's fees, incurred by as a result of any breach of the Artist's Representations.

8. Liberal Construction. This Agreement is between the artist and The Fine Artists Exhibition and/or Sunapee Landing Trading Company and may not be construed and interpreted for or against either party. Each party is aware that each is free to seek independent professional guidance or legal counsel regarding this Agreement. Each party has either sought such guidance or legal counsel or decided, after reviewing the Agreement carefully, to waive such right. The limited rights and license granted under this Agreement do not include any assignment or transfer of the copyright in the Artwork and Images and do not include any right to otherwise reproduce, digitize, edit, modify, distribute, or publicly display the Artwork and Images, in whole or in part.

9. Hold Harmless: You hereby forever discharge, release and hold harmless The Fine Artists Exhibition, Sunapee Landing Trading Co. LLC, Claremont Real Estate Mgt. LLC, Christine Corey, Mary Jane Q Cross and/or any member of The Fine Artist Exhibition committee and from any and all manner of actions, suits, damages and claims whatsoever arising from any loss or damage to you or your property while at the Exhibition and hereby consent to the enforcement of the Show rules as set out in this application. You acknowledge and agree that neither The Fine Artist Exhibition nor any other party has any responsibility or obligation to provide security before or after the show opens and for its duration.