

TERMS AND CONDITIONS

The Split

The split will be 50/50 based on the retail price of the complete matted image. Retail prices will be set by **photograph & frame**. Retail prices are based on the outer size of the mat. 24x30: \$195, 20x24 and 24x24: \$150, 16x20: \$95, 11x14: \$35

The Editions

The images do not need to be exclusive to **photograph & frame**. Editions are 250 or otherwise agreed upon. The edition numbers must be tracked by the photographer. Signatures must occur at time of drop off or prior. The “white space” around the image is the designated area for signatures and the number of the edition. The images must be on photo paper and must be ready to mat and frame.

Photographer’s Responsibilities

Images will be provided to **photograph & frame**, by the photographer, and should be printed on photographic paper using a light jet printer or printer of equally high quality. To begin, the photographer will provide **photograph & frame** with 3 copies of each image. Replenishment will also be provided by the photographer according to the rate of sale. The photographer will be notified as items sell and requests for replenishment will be made by **photograph & frame**. The photographer will be responsible for mailing or dropping off the images, in person, to the specific **photograph & frame** store.

Company Responsibilities

photograph & frame will provide the mats, bags, tags, backing board, artist’s biography, and merchandising expertise. The photographer will have all or part of their work hung on one of the store’s display walls for an indefinite amount of time. It is at the discretion of **photograph & frame** to decide where and for how long the images are displayed on the wall. There will be additional images located in the bins on the sales floor.

Bios & Vendor Setup

Prior to the delivery of the first batch of images, the photographer must provide, via email, (to fred@thephotographstore.com) a clearly written “artist’s statement” that references the specific images chosen for sale. The statement should contain any unique information about the images that will help sell them. No contact information, including a website or phone number, may be included in the artist’s statement. In addition, a high resolution picture of the photographer, and a digital file for 1 of the images must be provided for the artist’s “bio sheet”. The photographer’s full name, address and telephone number must also be provided prior to delivery of the first batch of images.

Sizing

The photographer will be told what size to print their images. The sizing is based on mats already pre-cut and it is the photographer’s responsibility to print accurately, or images may be rejected. Total paper size must be at least 1” bigger, all around, than mat opening. The photographer will be given a mat sample for their own use in testing the sizes of their prints. This sample should be returned when the prints are dropped off at the store.

Mat Outer Size	White Space Around Image (Within Mat Window)
16x20	1/4”
20x24	3/8”
24x24	3/8”
24x30	3/8”

Royalty Checks

Royalty checks are mailed monthly, to the address provided, and the amount is based on 50% of the total dollars sold. No royalties are paid on any framing sales. A W-2 will not be provided annually.

Sales and Markdowns

Occasionally **photograph & frame** runs storewide promotions and incentives that may result in the price reduction of the images. This does not affect the 50 / 50 split.

Return of Unsold Images

As images become dated, unsold images may either be marked down or placed on sale. At this point, the photographer may take the images out of the store at a mutually agreed upon day and time. These images will already be matted and bagged and the photographer will have the option to purchase the matting for 60% off the listed retail price.

Wall, Bin and Window Display

Each photographer will begin with a framed wall display and “backup” images in the bins. Certain collections may be selected for our front window and these images will be provided, additionally, by the photographer, drymounted. These images will be exposed to elements that may be harmful to the images and will not be returned, but discarded upon removal from the window.

Returns

Any returns will fall under the company’s return policy and be debited against the current month’s totals. If the total for the month is negative, the amount will roll forward and be applied to the next month.

Damages

Occasionally an image is damaged during handling or by a customer. This is a very rare occasion. **photograph & frame** will not be held responsible for any damages and will not reimburse the photographer any monies for images that get damaged.

Selection

Images will be chosen by executives from the company, in collaboration with the photographer. **photograph & frame** will usually choose between 4 and 8 images.

Marketing and Advertising

photograph will occasionally send out email marketing campaigns promoting the work of certain photographers. Digital files of specific images will be requested, in the event the work is selected. **photograph & frame** will never print, sell, license or distribute the work from its partner photographers without written consent. **photograph & frame** does encourage its partner photographers to engage in their own independent marketing and may include the name and location of the store in any marketing endeavors by its partner photographers.

Timing

The artist’s statement, picture, and images must be provided within 14 days of the initial selection. **photograph & frame** reserves the right to not display the images, on its walls, should they not be delivered within 14 days.

Name

Address

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Phone Number

Email

Signature:

Date

photograph&frame

Please Complete and return in person, by mail, or by fax to:

298 Chestnut Street
San Francisco, CA
Fax: (415) 563-4600