

artnet[®] GALLERIES MEMBERSHIP AGREEMENT 2005

Please fax completed form to: (212) 497-5000

Phone (212) 497-9700 Ext.: _236_____

Join artnet today and introduce yourself to a world of clients.

For office use only

Entry Date _____

NEW MEMBER CURRENT MEMBER

Member (Gallery): _____ Offer Date: _____ (offer expires: _____)

artnet Sales: _____ artnet Production: _____

Packages

		<u>Monthly</u>
<input type="checkbox"/> Basic	18 images – includes 3 changes per month	\$350
<input type="checkbox"/> Premium	48 images – unlimited changes	\$525

Enhancements:

- Image changes _____ X \$4 each/month =
- Additional images _____ X \$4 each/month =
- Exhibition (3 images + press release) _____ X \$300 each =

TOTAL \$ _____

MEMBER INITIALS/Date _____

NOTES: _____

TERMS:

- Initial term of one (1) month, automatically renewed for subsequent periods of one month unless terminated by the Member or artnet with at least sixty (60) days written notice.
- Text changes are unlimited.
- Image changes are limited to three per month (except with Premium package)
- Agreement includes a link to Member's proprietary web site and requires a reciprocal link to www.artnet.com
- Members paying one year in advance will receive a 15% discount**.
- Reactivation fee of \$750 if Member reregisters within one (1) year after termination of Agreement.

SCHEDULE:

- Text and at least six images must be received within 30 days of signing this Agreement.
- Member homepages will be created on the site within three (3) weeks after receipt of signed agreement and materials.
- Please allow fifteen (15) business days for inventory and exhibition updates to be implemented.

**Note: Members paying annually will be automatically renewed for subsequent terms of one year each, unless terminated by the Member or artnet with at least thirty (30) days written notice prior to the end of a term.

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MEMBERSHIP INFORMATION:		PAYMENT INFO:	
_____		<input type="checkbox"/> Credit Card (required for monthly payment) <input type="checkbox"/> Check (US bank) 1 year paid in advance <input type="checkbox"/> Wire Transfer (client responsible for fee)	
Member _____		Payments are due on or about the 15 th of each month following receipt of materials or 30 days after signing this agreement, whichever is earlier.	
Contact _____		TOTAL: _____	
Billing Contact _____		Credit Card Type (Visa, MasterCard, AMEX) _____	
Address: _____		Credit Card Number _____	
City _____	State _____	Cardholder Billing Address _____	
Postal Code _____	Country _____	Billing Address (continued): _____	
Telephone _____	Fax _____	Expiration Date _____	
e-mail/URL _____		Cardholder Signature _____	
Authorized Signature _____	Date _____	Cardholder Name (printed) _____	
		I authorize Artnet Worldwide to charge my credit card as indicated above. Please note cardholder name and address if different from Member information	

Artnet Worldwide Corp. ("artnet ") agrees to publish images and information provided by the Member on the artnet web site (the "Site") during at least the term specified in this Agreement. Artnet reserves the right to reformat the data and images received from Member in order to accommodate the format of the Site. Payments are non-refundable. Artnet may change the prices herein upon a renewal of this Agreement by providing the Member with at least sixty (60) days written notice, however, prices may not be changed during the first year of membership. For Members paying annually in advance this Agreement is fully earned upon posting of images on the Member's homepage or thirty (30) days after signing this Agreement, whichever is earlier, and is non-cancelable by the Member. Artnet may terminate this Agreement in the event that Member fails to make a payment under this Agreement when due, or is misusing or threatening to misuse artnet's trademark or other intellectual property. In the event artnet terminates this Agreement, it may accelerate all payments due under this Agreement.

Member represents and warrants that it has the right to publish the images and information supplied to artnet, and that such images and information do not infringe on any third party's rights and are not otherwise unlawful. Member shall defend, indemnify and hold harmless artnet and its officers and directors from and against any and all losses, damages, liabilities and claims, and all fees, costs and expenses of any kind related thereto (including, without limitation, reasonable attorneys' fees) arising out of, based upon or resulting from any claim of any third party alleging infringement of any copyright, trademark, patent, trade secret, right of privacy, right of publicity, unfair competition, false advertising, libel, or any other statutory or common law proprietary or civil right. artnet is a registered trademark of Artnet Worldwide Corporation.

Artnet's liability arising under this Agreement or arising out of mistakes, accidents, omissions, errors, or defects, or arising out of delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below. **In no event shall artnet be liable to Member or to any other third party with respect to the subject matter of this Agreement under any contract, warranty, negligence, strict liability or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind arising out of or relating to this Agreement or the obligations of artnet pursuant to this Agreement, whether or not artnet or Member was advised of the possibility of such damages and whether or not such damages were foreseeable. In no event shall artnet be liable to Member for any amount in excess of the aggregate amount artnet has prior to such time collected from Member.** For purposes of this Section, the term "artnet" shall be deemed to include artnet, its affiliates, parent, shareholders, directors, officers and employees and any person or entity assisting artnet in its performance pursuant to this Agreement.

No waiver by either party of any conditions or the breach by the other of any term or covenant contained in this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a continuing or further waiver of any other condition, or of the breach of any other term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof. If any term of this Agreement is held to be invalid or unenforceable, for any reason, such invalidity or unenforceability shall not affect any other term or provision hereof. This Agreement shall be construed, interpreted, and applied in accordance with and governed by the laws of the State of New York, without giving effect to the conflict of law provisions thereof. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements.

Version 5/1/03