

**RICHMOND ART CENTER
ART OF THE AFRICAN DIASPORA 2021 - ONLINE EXHIBITION
CONDITIONS FOR PARTICIPATING ARTISTS**

- 1) Artist will communicate with prospective purchasers in a professional and courteous manner. All claims and statements made by Artist to a prospective purchaser, including statements concerning Artist's goods, Artist's background or the terms of any sale, will be true and not-misleading.
- 2) The Richmond Art Center may terminate Artist's participation in the Online Exhibition if the Richmond Art Center reasonably determines that Artist is in violation of any applicable law or these Terms and Conditions.
- 3) If the Richmond Art Center is forced to cancel the Online Exhibition due to circumstances beyond its reasonable control, such as, but not limited to, acts of God, acts of war, governmental emergency, labor strike, or disruptions to any telecommunications infrastructure, the Richmond Art Center shall refund Artist a prorated portion of the fees already paid to the Richmond Art Center. Such refund shall be considered full satisfaction of the Richmond Art Center's liabilities to Artist.
- 4) The Richmond Art Center shall not be liable for, and Artist hereby fully and forever releases and discharges the Richmond Art Center and its officers, directors, shareholders, employees, volunteers, contractors, agents, representatives, and attorneys from all claims, actions, causes of action, demands, cross-claims, counterclaims, obligations, contracts, losses, and liabilities whatsoever Artist may have in law or in equity relating to or arising out of Artist's participation in the Online Exhibition. Artist acknowledges that the foregoing waiver is an essential condition to the Richmond Art Center's acceptance of Artist to participate in the Online Exhibition.
- 5) Artist shall indemnify, defend (with legal counsel satisfactory to the Richmond Art Center in its reasonable discretion) and hold the Richmond Art Center and its officers, directors, shareholders, employees, volunteers, contractors, agents, representatives, and attorneys harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, fees and expenses, which result from or arise out of or in connection with (a) Artist's participation in the Online Exhibition, including all claims or demands made by a purchaser of any goods from Artist, (b) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other intellectual proprietary right, (c) any violation of law, and (d) any and all torts whether they are intentional or a result of negligence. Artist shall not settle or compromise any claims against the Richmond Art Center without the Richmond Art Center's prior written consent.
- 6) These terms and conditions will be construed in accordance with the laws of the State of California, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
- 7) These Terms and Conditions constitute the entire agreement between Artist and the Richmond Art Center, and merge all prior and contemporaneous communications with respect to the subject matter hereof.