

Mountain Trails Fine Art & MTFA Contemporary Terms and Conditions

The Purchaser ("PURCHASER") is purchasing artwork from Mountain Trails Fine Art (the "GALLERY") on the date shown on the invoice (the "DATE OF PURCHASE") and will receive an invoice from GALLERY and in connection therewith agrees to the following Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

1. PURCHASE OF ARTWORK. The PURCHASER is purchasing the artwork described on the invoice (the "ARTWORK") by the artist named on the invoice ("ARTIST"). The ARTIST is not an employee of the GALLERY. The GALLERY is selling the ARTWORK either from its own inventory or on consignment. The ARTWORK is authorized by the ARTIST to be sold by the GALLERY. The PURCHASER and the GALLERY agree that the PURCHASER shall purchase the ARTWORK from the GALLERY as more particularly set forth below and as further described and incorporated herein. The GALLERY shall provide the PURCHASER with a *Letter of Value* for the ARTWORK purchased as well as an *Invoice* and copy of these *Terms and Conditions* at the time of purchase of the ARTWORK.
2. SERVICES TO BE PERFORMED. The PURCHASER hereby engages the GALLERY, and the GALLERY hereby accepts the engagement, to provide the following services as noted on the invoice - to coordinate the production of the ARTWORK, shipment of the ARTWORK to the location specified by the PURCHASER on the invoice, or to allow for pickup by the PURCHASER of the ARTWORK purchased by PURCHASER. Oral agreements made by employees of the GALLERY that are not thereafter set forth in writing will not be enforced.
3. TIME FOR PERFORMANCE. Unless the Invoice for the ARTWORK states otherwise, the ARTWORK shall be prepared for shipment and delivered or ready for pick up by the PURCHASER or PURCHASER's representative within 14 days from the DATE OF PURCHASE. In the event PURCHASER requests ARTWORK be stored, held or shipped to alternative location for any reason, it will be noted on the invoice. Such alternative instructions shall be agreed to in writing by GALLERY and PURCHASER and included on the Invoice.

In the event of the GALLERY's inability to ship within the timeframe agreed to above, PURCHASER will be contacted via phone or email as to the reason.

For a commission of ARTWORK by the PURCHASER, the invoice will describe the time estimated for completion by the ARTIST and date of delivery and installation if requested.

In the event the ARTWORK is a sculpture which is a *precast sculpture*, delivery will take place within 12 months of the DATE OF PURCHASE. Additional delay may be caused from production, the ARTIST, or other unforeseen reasons outside the control of the GALLERY. The GALLERY will make its best efforts to have the ARTWORK completed and shipped or delivered to the PURCHASER within 12 months. If the sculpture will take longer than 12 months, PURCHASER will have the option to exchange the ARTWORK for another artwork in the GALLERY by the same ARTIST who created the precast with a credit given for the purchase price of the original ARTWORK.

4. ENFORCEMENT OF AGREEMENT. This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of New Mexico. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the First Judicial District Court, County of Santa Fe, State of New Mexico, or any other appropriate court in such county, and the ARTIST covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
5. COMPENSATION.

Except as described below, the PURCHASER agrees to pay GALLERY for the ARTWORK on the DATE OF PURCHASE for payments made by credit or debit card and within (14) days of the DATE OF PURCHASE for any payments made by wire transfer or check.

Additional payments may be required for the purchase of any ARTWORK that is a precast sculpture or a commission piece and shall be paid ½ up front on the DATE OF PURCHASE with payment for the final

installment due no more than (30) days prior to completion of the ARTWORK and no later than (14) days prior to shipping, delivery or installment of commissioned ARTWORK.

Certain circumstances may require GALLERY to collect payment sooner than (30) days prior to completion of the ARTWORK, i.e. from foundry costs, artist costs, travel costs of the GALLERY. PURCHASER will be notified in writing in advance of the payment due date and will acknowledge receipt of notice of these circumstances.

Installment payments or payment options will be agreed upon in advance and put in writing by the GALLERY. Shipment of the ARTWORK will not occur until payment in full for the ARTWORK and the shipping costs are received.

Any additional services requested by the PURCHASER not set forth herein must be made in writing and receive prior written approval of the GALLERY.

6. OWNERSHIP OF ART AND RISK OF LOSS. At all times prior to and during delivery and/or installation of the ARTWORK, the risk of loss, damage or destruction of the ARTWORK shall be borne by the GALLERY. After delivery to the PURCHASER, title transfers from the GALLERY to the PURCHASER and the risk of loss, damage or destruction of the ARTWORK shall be borne solely by the PURCHASER.
7. SHIPPING. GALLERY will oversee transport to packaging and or shipping facility. GALLERY maintains insurance in the event of damage of the ARTWORK while at GALLERY and during shipping. Upon delivery to the PURCHASER, liability transfers to PURCHASER.

For those purchases of ARTWORK designated as "SHIPPING ON APPROVAL" which is requested by the PURCHASER on the DATE OF PURCHASE and noted on the invoice, payment will be made by the PURCHASER on the DATE OF PURCHASE and the PURCHASER will have seven (7) calendar days from the receipt of the ARTWORK to return the ARTWORK to the GALLERY. The PURCHASER will purchase insurance for the shipment and delivery of the ARTWORK to the GALLERY. Any damage to the ARTWORK on its return to the GALLERY will be borne by the PURCHASER. Upon receipt of the ARTWORK by the GALLERY and if all payments have been cleared and processed, the GALLERY will process a refund to the PURCHASER. If the PURCHASER has not notified the GALLERY in writing within the seven (7) day period of its intent to return the ARTWORK to the GALLERY, the sale is FINAL and no refunds allowed.

8. DAMAGE. In the event of DAMAGE to ARTWORK, the PURCHASER will provide the GALLERY with a written description of damage, pictures of the damage within (24) hours of receipt of the ARTWORK. If the crate or packaging appears damaged PURCHASER has the option to refuse delivery and if inspected by PURCHASER who determines the ARTWORK is damaged, the GALLERY will take responsibility to determine if the contents are covered by the delivering entity or GALLERY's insurance. Once on PURCHASER'S premises or the delivery is completed, the GALLERY is not liable for damage, theft, vandalism, ignorance, fire, flooding, package malfunction or any other similar type of damage.

Any damage to the ARTWORK while in the possession of the ARTIST or the foundry will be the responsibility of the ARTIST or FOUNDRY and/or their insurance. SHIPMENTS coming directly from the FOUNDRY or ARTIST must be insured by the ARTIST or FOUNDRY.

9. TERMINATION. GALLERY provides no refunds or returns, except as set forth in paragraphs 3 and 7 above. All artwork is sold AS-IS at the time of purchase and all sales are final. The PURCHASER shall not be entitled to a refund of any amount due to GALLERY or payment made to GALLERY. In the event ARTIST is unable to complete the ARTWORK, an exchange for artwork by same artist of same value will be offered from GALLERY'S or ARTIST'S inventory.
10. VALUE. The ARTWORK's value is subject to increase or decrease due to factors outside the control of the GALLERY. No future increase in value even if promised and or should be expected. GALLERY will provide the PURCHASER with a letter of value to help determine a current market value of an ARTWORK at any time upon written request from the PURCHASER.
11. INDEPENDENT CONTRACTOR. The ARTIST and the GALLERY are independent contractors and not employees of the PURCHASER. Neither the GALLERY nor any of its employees shall have any control over the conduct of the ARTIST or any of the ARTIST's employees or agents.

Thank You For Your Business With Us!