

The Appalachian Artisan Society Gallery 2010 Merchandiser Terms & Conditions

ARTS & CRAFTS

The Appalachian Artisan Society forever referred to as TAAS is owned and operated as a division of Pinwilz Company forever referred to as COMPANY. Any person, a company or business entity that is accepted into TAAS to sell here is forever referred to as a SELLER.

ACCEPTABILITY: Acceptability to be included in TAAS is at the sole discretion of TAAS.

MEMBERSHIP: TAAS is a membership association. All applicants for membership must complete an application and have their work approved before they will be accepted as a member into TAAS. Approved Sellers may only sell items that are within the scope of approval. Items for sale that are in a different category will need to be approved before being sold in TAAS. Membership may be terminated by either party for any reason with 30-days written notice. See 30-day notice section.

MEMBERSHIP PERIOD: Art & craft, independent space members are required to pay for three months upon signup. After the first three months the seller obligation is month by month until a 30-day notification is provided by the seller. Monthly Merch fees will be assessed and automatically renew until notice is received.

MEMBERSHIP DUES: except for special group sections. Membership dues are included as a feature of the merchandising fee, MERCH FEES will be charged on all accounts on the first day of each month at the rate agreed to at the time of commencement of membership. Merch Fees are based primarily on the size of the space occupied for selling product. Our low membership rates are designed to keep your costs low and consumer prices reasonable.

MERCHANDISER FEE STRUCTURE:

MERCHANDISING \$						
Group	Retail Space	Per Month	Membership	Commission Rate	Special Lighting	E-Com Sales
Art & Crafts	2-foot independent	\$ 25.00	included	20%	\$5.00 per month	Included
Art & Crafts	3-foot independent	\$ 35.00	included	20%	N/A	Included
Art & Crafts	4-foot independent	\$ 45.00	included	20%	N/A	Included
Art & Crafts	6-foot booth independent	\$ 85.00	included	20%	N/A	Included
Art & Crafts	Flex Share Limited	\$ 10.00	included	30%	N/A	Included
Web Only	N/A Web warehouse	\$ 7.50	included	30%	N/A	Included
Furniture or LRG	Flex Share Limited	N/A	25.00 per year	40%	N/A	Included

MEMBERSHIP CATEGORIES & DEFINITIONS: **Art & Crafts:** Sellers that are handcrafters and make products for sale, within this category are art, paintings, wood, pottery, jewelry, sculpture, folk art, photography, sewn crafts, paper crafts, mixed media. Products in this category are considered one of a kind or limited signed and specialized. Products must be made by the seller and not mass produced or subcontracted. This membership type requires an independent space sized to best display the work available. We offer options to meet individual needs. Please note that Flex Space, Web Only and special group categories allow for a limited number of items. **Furniture or LRG:** (Large Items): Limited to hand selected items by TAAS.

MANAGING INVENTORY: In order for TAAS to operate efficiently in both managing inventoried items and making the checkout for customers fast and error free we have developed our point of sale POS system that is integrated with the on-line inventory management tool found in the membership section of the taasg.com website. It is the SELLERS responsibility to login and enter all items into the system providing information for all the fields, Category, Price, and Seller Description. This will generate the product ID#. Each items will have its own product ID#. For items that are reproduced such as books or CD's only one product ID# is required for each title. Inventory quantity will be entered when you bring in your inventory.

OPTIONAL ITEM ENTRY FEE: If you are unable to enter your inventory items into the database for any reason and need TAAS to do all the database entry for you, we offer this service at \$1.00 per product. Images and photography additions are \$2.00 per item.

INVENTORY ROTATION OR ITEM REMOVAL: When you need to or want to remove items you may do so. When removing items from the store, be sure to check each item out of inventory with the TAAS administrator before taking items out of the store. Please do not remove inventory from TAAS to do a show and bring it back after. Repeated removal for this purpose may discontinue your membership.

SPACE DESIGN: The gallery is designed to create a specific overall appearance intended to make shopping at TAAS-Gallery clutter free. We provide white shelf brackets, hooks and picture hangers for your convenience. You are responsible for providing your shelving. Displays that do not appeal to our design will not be accepted and we reserve the right to make changes to your space where appropriate to insure our visual effectiveness is of a high quality.

OUTSIDE MARKETING: If you make tags or labels that describe your product, please add TAAS website and phone number as the "where to buy" location for your products. Direct sales that are generated as a result of your being in TAAS should be processed through TAAS. Members that are found to except direct sales with out paying the TAAS commission will have their membership canceled. We will at times hire secret shoppers to test member practices. You should always ask a direct buyer where they found you.

30-DAY NOTICE: Prior to leaving TAAS you are required to provide a minimum of 30-days notice in writing. Not doing so you agree to pay the entire Merch fee. On the first day of each month TAAS charges all accounts for the next month Merch Fee where applicable (example: On, April 1st a Merch Fee will be charged for May) for this reason, you must provide your written notification prior to April 1st that you will be pulling discontinuing your membership in May. Merch Fees are not refunded for any reason.

PAYMENTS ON SALES: TAAS cuts checks between the 15th and 30th of each month for sales from the previous month. The amount of your sales check will be based on your account balance on the 1st for previous month's sales. Check are cut on balances that exceed \$25.00.

COMMISSION CALCULATION: We figure 20% with the following formula: 20% = 100 * .80

SPECIAL ORDERS & COMMISSIONS: All sales on special's or commissions provided through TAAS will be under the control of TAAS. Regardless of the creative process, no price communications should be made with the client and the seller should refer to TAAS. Future business with any TAAS developed clients are considered TAAS clients and the seller should not propose or quote any direct work beyond the initial project. Violation of this will result in immediate termination of membership in TAAS.

THEFT - GALLERY LIABILITY & RESPONSIBILITY: TAAS carries insurance that covers fire and major burglary. Our insurance will cover documented inventory (as listed in the TAAS-database) this does not cover occasional theft or items that are broken. If you are concerned with theft or damage of your items you should purchase insurance to cover your potential losses. Inventory on consignment in TAAS-Gallery is the sellers' responsibility. While we accept no responsibility for theft of items in your space, we make every reasonable effort to minimize theft.

Terms and conditions are subject to change.

Merch Fee Payments are due on upon receipt of your monthly invoice and should be received by the 15th of each month regardless of daily account balance.

Membership application signature is your acceptance of these terms and conditions and is required to participate in TAAS.

Contents are intended for members or applicants only. All other purposes are forbidden. This is considered company intellectual property

Thank you for your consideration in working with TAAS Gallery and Pinwilz Company. Our goal is to make you successful in getting your product to market and growing your customer base through our various selling systems. We look forward to a long and prosperous partnership. TAAS Gallery is proud to offer more than just a single selling location, we invests in promoting our artisan members at to the buying public through print, web and other media vehicles to create lifelong repeat clients for all TAAS members. TAAS Gallery offers retail store location, web ecommerce sales and promotion through it Appalachian Features Magazine and other advertising resources as well as positive word of mouth. TAAS Gallery has been in operation since June 2006.

Signature: _____ Date: _____