



DREXEL UNIVERSITY

Westphal

College of Media Arts & Design

d&mShop Terms and Conditions

In submission of product for sale at the d&mShop you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Artist", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Artist and ourselves, or either the Artist or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Artist's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. "Sale" may refer to either a physical pop-up store event or online flash sale event. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Objective

Offer Drexel students' the opportunity to learn how to operate a business enterprise using a hands-on method while promoting the work of Drexel University faculty, students, staff, alumni and local artists.

Structure

A small, portable retail kiosk operating as a "pop-up" store for limited time periods during each academic term and an online store that is open 365 days a year. Artists must submit product for the pop-up store and have measurable success in order to be solicited to submit product for the online store.

Product Types for Submission

Original work from artists can be submitted. In order to maintain the unique nature of product offerings, items that are one-of-a-kind or available while supplies last are optimal. Merchandise will be submitted for consignment sale. Drexel students, as part of the learning objective, will jury product to evaluate its strength and merit in the overall assortment. It is the right of the d&mShop to refuse product based on quality, quantity, production, originality uncertainty, and/or an over-assorted product category.

Types of product expected for submission include jewelry, hand knits, ceramics, accessories, artwork, photography, hand-drawn notecards/stationary, etc. Any product that can be sold at retail will be considered. Artist should consider the time period of the submission and resulting market needs.

Limited edition tee shirts, student developed products, curated collections and other selected Westphal college generated merchandise may be included at the discretion of the jury to round out the assortment. Faculty publications may be promoted at the d&mShop, but will not be sold due to retail vendor terms issued by the University.

Submission Terms

Artists must read and accept the terms and conditions of sale. Artists must then complete and submit the Artist Submission Form. The Artist Submission Form must be fully complete in order to be considered for submission. Artists are responsible to submit the Artist Submission Form both digitally (by emailing a copy to dmshop.drexel@gmail.com) and attaching a copy to your product when submitting in person. Artists may be rejected if submission terms are not followed. In addition to the Artist Submission Form, non-resident aliens must complete a 1042S form.

It is the responsibility of the artist to deliver inventory by the submission due date and pick-up ending inventory and proceeds by the pick-up date. Any inventory or proceeds not recovered within 90 days of a sale closing will be surrendered to the d&mShop.

Merchandise must be delivered in "sale ready" condition with branded tags and prices. Tags must include item numbers and descriptions as described on the Artist Submission Form. Tags must be securely attached to each product. It is the artists' responsibility to ensure that the correct item number and price are attached to the corresponding product. ITEM NUMBERS SHOULD BEGIN WITH THE INITIALS OF THE ARTIST. For example, Cindy Adams should submit product with item numbers beginning CA01, CA02, CA03, etc. It is essential that product be named appropriately for ease of sale and inventory records during each event. The retail prices should reflect payment terms (60% to the artist, 40% to the Shop). A completed inventory sheet and 150-word maximum artist bio and product features and benefits statement must accompany merchandise. It is crucial to include product features and benefits to aid the students' sale of merchandise during each event. Artist contact information is necessary for inventory/earnings distribution as each sale concludes.

Sale Terms

Any product that was damaged during sale openings will be the responsibility of the d&mShop. Any product that was provided without price tickets or were compromised due to quality or poor packing will be returned to the artist in damaged condition. The d&mShop is not responsible for products sold at incorrect pricing due to artist error in submission. It is at the discretion of the d&m students opening the store each term to determine what assortment is best suited for their marketing plans.

Payment

Sale proceeds will be split as follows: **60% of the retail will be returned to the artist and 40% will be paid to the d&mShop. Payment will be made on the retail, provided by the artist at submission.** Artists will only be paid for products that they have submitted and that have sold at retail. The artist will be supplied with sales and inventory records at the conclusion of each sale that documents each product sold, the retail at which it was sold, closing inventory records (which the artist can expect to be returned) and the earnings for both the artist and Shop.

Payment will be made in one of the following ways:

1. PayPal - Artists may supply a PayPal account email. The d&mShop will transfer funds from our PayPal account to the artist's PayPal account. There are no fees for fund transfers within PayPal. This is the easiest and quickest way to ensure payment. Artists that do not have a PayPal account are encouraged to create one in order to expedite payment. Artists can expect to be paid through PayPal within two weeks of a sale ending.
2. Cash – Artists can expect to be paid in cash if a PayPal account is not provided. Artists can expect to be paid cash within two to four weeks of a sale ending.
3. Any Drexel University employee past or present will be subject to taxable income when earnings exceed \$600. In this case, earnings must be paid through Drexel University payroll. Artists can expect to be paid through payroll within two to eight weeks of a sale ending, depending on timing of payroll periods ending.

Artists will be contacted, via email, at the conclusion of each sale. Artists will be provided dates and times for product and earnings pick-up. The 90 days requirement for pick-up before surrender begins the day the email is sent. Payment terms will have been indicated on the Artist Submission Form and issued appropriately on that date.

The d&mShop is required by law to collect and remit sales or use tax in the following states: PA, CA, and DE.

Privacy

We are committed to protecting your privacy. Authorized employees/students within the company on a need to know basis only use any information collected from individual artists. We constantly review our systems and data to ensure the best possible service to our artists. There are specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

Artist records are regarded as confidential and therefore will not be divulged to any third party. Artists have the right to request sight of, and copies of any and all Artist Records we keep, on the proviso that we are given reasonable notice of such a request. Artists are requested to retain copies of any literature issued in relation to the provision of our services and policies. Where appropriate, we shall issue Artists with appropriate written information, hand-outs or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by the d&mShop will only be in connection with the provision of agreed services and products.

Termination of Agreements and Refunds Policy

Both the Artists and we have the right to terminate any Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services shall be refunded.

Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Notification of Changes

The d&mShop reserves the right to change these conditions from time to time as it sees fit. It is the artists' responsibility to review the terms and conditions before each sale submission.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the d&mShop's services and the full content of this website.

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