

## **Van Der Plas Gallery – Terms and Conditions**

Last updated: July 22nd, 2026

By using [vanderplasmuseum.com](http://vanderplasmuseum.com) or submitting work to Van Der Plas Gallery (the “Gallery”), you agree to these Terms.

### **1. Open Calls & Selection**

- Submissions are accepted on a rolling basis.
- Exhibition is not guaranteed. Only selected artists will be contacted.
- The Gallery may accept or decline any submission at its sole discretion.
- Unless otherwise specified in the acceptance email, the standard exhibition length is two weeks.

### **2. Fees**

- US \$35 non-refundable submission fee per application (up to 4 works).
- More than 4 works = new application + new US \$35 fee.
- Fees cannot be waived or refunded.

### **3. Framing & Presentation**

- The Gallery can provide optional framing/stretching (contact us for pricing).
- Works may arrive framed or unframed; please inform us in advance if works are already framed.
- The Gallery may adjust presentation for safety and curatorial consistency.

### **4. Shipping, Delivery & Returns**

Artist is fully responsible for:

- All shipping, packaging, insurance, customs, and related costs.

Requirements:

- Works over 36” x 48” must be shipped unstretched; no oversized crates.
- Works over 8” x 10” must use Plexiglas, not glass.
- Deadlines will be provided in the acceptance email.

Packaging & Repackaging:

- If drop-off is in person and needs to be shipped, a repackaging fee will be required.
- Artists must pack works securely.
- When possible, we reuse original packing.

Return & Collection:

- Artists must provide a prepaid return shipping label and email a copy to the Gallery.
- We recommend FedEx, UPS, or DHL.
- Unsold works must be collected by the exhibition end date stated in the acceptance/closing notice.
- After 3 days, storage is US \$25 per day.
- After 1 month, uncollected works may be sold, donated, or destroyed at the Gallery’s discretion, with no further notice or compensation.

### **5. Insurance & Risk**

- Artists are strongly encouraged to carry their own insurance for shipping, transit, and all periods before and after the show.

- The Gallery is not responsible for any loss, theft, or damage after the exhibition ends, including during the 3-day pickup grace period.

## **6. Sales & Commission**

- All sales during the exhibition or resulting from it (including follow-up sales related to the exhibition) are split 50% artist / 50% Gallery.
- No exceptions unless explicitly agreed in a signed written agreement.
- Artist is paid after the Gallery receives full payment from the buyer and required tax forms.

## **7. Use of Submitted Materials**

- Artists retain all intellectual property rights to their work.
- By submitting or exhibiting, you grant the Gallery a non-exclusive, worldwide, royalty-free license to use images and information about your work and practice for:
  - Promotion and marketing (website, social media, press, catalogues, etc.)
  - Documentation and archives
  - Educational and event-related materials
- The Gallery will credit artists where reasonably possible. Ownership of the artwork and copyright remains with the artist.

## **8. Data & Communications**

- We may collect basic personal data (e.g., name, email, contact info) when you use the Website, submit work, or contact us.
- We use this data to:
  - Process submissions and manage exhibitions
  - Communicate with you
  - Handle sales and administration
- We take reasonable steps to protect this information and share it only with staff, jurors, and contractors as needed.

## **9. Website Content & IP**

- All text, images, and media on the Website are protected by copyright and other intellectual property laws.
- You may not reproduce, distribute, or use Website content without prior written permission from the Gallery or rights holders.

## **10. Disclaimers & Liability**

- The Website is provided “as is” without any guarantees.
- We do not guarantee that the Website will be error-free or that all information is complete or current.
- To the fullest extent allowed by law, the Gallery is not liable for any indirect, incidental, or consequential damages arising from use of the Website or participation in our programs.

## **11. Changes to These Terms**

- The Gallery may update these Terms at any time.
- Changes will be posted on this page with an updated “Last updated” date.

- Continued use of the Website or participation in our programs means you accept the revised Terms.

## **12. Governing Law & Jurisdiction**

- These Terms are governed by the laws of the State of New York.
- Any disputes will be handled exclusively in the state or federal courts in New York County, New York.

## **13. Contact**

Van Der Plas Gallery

156 Orchard St, New York, NY 10002

Email: [adriaan@vanderplasmuseum.com](mailto:adriaan@vanderplasmuseum.com)

Website: <https://vanderplasmuseum.com>