



## RETAIL PARTNERSHIP FAQ & AGREEMENT

“

My purpose is to create the still beauty of color and to capture the peace of the present moment where we connect with our pure potential.

This I offer in exchange for wealth and prosperity for my business partners and for my company. We keep our commitments to one another while acting responsibly and with integrity.

”

- Ann Rea | Artist, CEO



## BLENDING OLD AND NEW WORLD TRADITIONS

Blending old and new world traditions, Ann paints colors inspired by sunlight. With the direct mentorship she received from contemporary painter Wayne Thiebaud (an American Art icon), she paints in the timeless tradition of French Impressionists like Monet, *plein air* (in the open air).

Just as Monet painted water lilies in his garden and then returned to his studio to explore and refine these images on a larger scale, Ann creates field studies in the natural landscape, and then returns to her Pacific beach studio to create larger renditions on custom canvases, each original a unique exploration.

Ann's subject is color inspired by natural light, as it exists in time. The objects of her attention include vineyards, private gardens, and contemporary still life. Her mediums are oil on canvas, pastel, and charcoal on fine Arches French watercolor paper. Ann even uses the same oil pigments as Van Gough from Old Holland Oil Works established in 1664.

## INCREASINGLY COLLECTIBLE WORKS

Ann's work is gaining increasingly collectible status. Her work and inspiring story continues to be featured in the national media, most recently on *Fine Living* and NBC's *In Wine Country*, "The Tasting Panel", "Practical Winery and Vineyard Management", and "Fortune" magazines. Read about her blue ocean business strategy in "Career Renegade" by Jonathan Fields, published by Random House. Her talent is commended by Wayne Thiebaud (an American Art icon). Her work is acquired by a growing list of collectors and celebrities across the US, Canada, and Europe, including, Bob Proctor, host of the movie "The Secret." Her book "Colors of Terroir" will be published soon and available on [annrea.com](http://annrea.com).

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## UNIQUE BENEFITS

### **How can I generate sales without investing in inventory?**

It's Possible! You can generate revenue without having to invest in inventory or even touch an order.

There are no gimmicks. It's simply one of the benefits of drop shipping.

And you'll expand your market reach by shipping to new customers throughout the US.

### **What is drop shipping?**

Drop shipping is the answer to every entrepreneur's dream, particularly if you are reluctant to stock or finance inventory. In a nutshell, you can retail Ann Rea, Inc.'s fine art prints and accessories on your website or with an old fashioned in-store catalog. You'll earn the difference between the wholesale and the retail price and you'll never have to touch the order or invest in the inventory. We'll ship directly to your customer.

### **Can we sell in our store and online?**

You can generate sales on your website and or display a tasteful Wine Country retail vignette and invite your customers to browse through an old-fashioned in-store catalog. They'll select from a full range of options and price points.

Your customers will benefit from having a piece of the wine country delivered right to their door.

### **How do we qualify for the Ann Rea, Inc. merchandise credit program?**

On occasion Ann Rea, Inc. offers 10% merchandise credits. When you refer a new collector who purchases an original work of art you'll receive a 10% credit towards your next purchase. So if a new collector, who you refer, acquires an original oil painting at \$3000, you'll receive a \$300 credit to apply towards your next order. This credit does not apply to shipping or handling.

### **Does Ann Rea, Inc. support eco initiatives?**

Yes. All fine art prints and accessories are made in California and they are made on-demand, so the fine art merchandise is not created until it sells. This efficiency minimizes the impact on the environment and it feeds our economy.

## MEMBERSHIP

### **Who can participate in the Ann Rea Retail Partnership Program?**

Ann Rea, Inc. is currently offering opportunities to selected fine retailers and wine tasting establishments interested in retailing increasingly collectible fine art prints and accessories. This includes both online and traditional retailers.

### **Can any retailer join the Ann Rea, Inc. Exclusive Retail Partnership Program?**

No. This program is not for every retailer. Retailers are selected because their products and services align strategically and their retail space and or website meets our functional and quality requirements.

### **How do I apply?**

Apply to join the Exclusive Ann Rea Retail Partnership Program today. Complete the application on the last page. If you have any questions call 415-387-2224.

## COLLECTIBLE PRINTS

### **Is Ann's work collectible?**

Yes, increasingly. San Francisco-based artist Ann Rea, The California Painter, has a rapidly growing artistic reputation and the collectible status of her work is continually rising. Her work, and her moving personal story, are gaining increasing national exposure, most recently on *Fine Living* and NBC's *In Wine Country*, in *The Wine Enthusiast*, *Practical Winery* and *Fortune* magazines, as well as being highlighted in "Career Renegade" by Jonathan Fields, published by Random House.

Her talent is commended by Wayne Thiebaud (an American Art icon) and her work is acquired by a growing list of collectors across the US, Canada, and Europe. Ann's book, "Colors of Terroir", a collection of her California vineyard paintings, will be published next year.

### **Are the prints signed?**

Yes. Ann hand signs and titles each fine art print.

### **Do the prints include Ann's bio?**

Yes. Each print includes Ann's bio as well as a description of the inspiration for each painting.

## PRODUCT INFORMATION

### **Why is this a way to “Bring home a piece of the Wine Country?”**

Everything originates in the vineyards. Ann actually paints each piece in the vineyards at specific times of day, creating authentic and timeless pieces reflecting the unique beauty of the Wine Country.

### **What are Exclusive Edition “Giclée” fine art prints?**

Giclée (zhee-clay) describes the reproduction method used to create these fine art prints. This method is the most effective for reproducing color. It is a French word meaning sprayed ink.

Ann Rea does not license her images for reproduction. She maintains exclusive rights to each image that she creates and each image is registered with the US Library of Congress. Only fine art prints originating from Ann's studio are authentic. Ann Rea's entire catalog of prints and originals are available at [annrea.com](http://annrea.com), exclusively.

### **Can I register my Exclusive Edition “Giclée” fine art prints?**

Yes. Each print comes with a stamped individual print registration number that you can register on [annrea.com](http://annrea.com).

### **Is there more than one size print?**

Yes. There are currently four size editions of framed and unframed fine art prints.

### **What is the image size within the print?**

print size - image size

24" x 30" - 13" x 16"

20" x 24" - 9.5" x 12"

16" x 20" - 8.0" x 10"

11" x 14" - 5.5" x 7.0"

### **What frame finishes are available?**

There are three gallery frame color finishes designed to suit any décor. Choose from white, black, and natural wood.

### **What are gallery frames?**

Classic gallery framing, most common in art museums and galleries, accentuates the fine art print and enhances any décor. This approach allows viewer's attention to focus on the image rather than the frame.

### **Are the prints matted?**

Yes. Each print is matted with the thickest 8-ply acid free mats.

**Why are the prints generously matted?**

Prints in art galleries and museums are traditionally matted with generous mats. This provides ample white space around the image so that the viewer's attention is focused on the image.

**Are the prints framed with glass?**

No. Fine art acrylic won't shatter like glass and it provides superior optics.

**What kind of paper are the prints made of?**

The prints are created with acid free paper.

## PRICING

**What is the wholesale price?**

The wholesale pricing is keystone, 50% of the retail price.

**Will prices increase?**

Yes. As these fine art prints become more collectible, prices will rise. However, a broad selection of fine art and accessories in an accessible price range will always be available.

**Can we retail Ann Rea, Inc. merchandise for any price we want?**

The retail price you choose is, of course, up to you. You must agree to sell Ann Rea, Inc. merchandise for no less than the retail price listed on annrea.com and only for whole dollar amounts. No fractional amount such as \$98.99.

## SHIPPING

**What are the shipping and handling rates?**

up to \$250	\$20
\$250.01 to \$500	\$35
\$500.01 to \$1000	\$60
\$1000.01 to \$5000	\$99
\$5000.01 and up	5% of order value

Pricing is based on the retail amount and it subject to change.

**Why is shipping expensive?**

Like shipping wine, shipping fine art requires additional packaging and larger flat dimensions cost more to ship.

**Is there a charge for drop shipping an order?**

Yes. There is a \$10 charge per drop shipped order.

# MERCHANDISING ASSISTANCE

## **What if I don't have wall space for fine art prints?**

No problem. Two-inch deep museum frames are easy to display. They can stand out boldly from the wall, or they can rest nicely on a shelf or countertop. Prints are framed with two-inch deep gallery frames, so they are self-standing and easily accessible.

## **Do you offer Merchandising support?**

Yes. You'll receive Merchandising support to display a tasteful Wine Country vignette of fine art prints and accessories. There are a few tricks and tips to Merchandising fine art. We will share them with you, along with elegant signage.

## **What are currently the most popular fine art prints?**

There are literally hundreds of images to choose from, but the top selling images are grouped below in three package assortments under "current top sellers".

## **How much is the old-fashioned in store catalog?**

Ann Rea Inc. catalogs may be purchased for \$25 each. Please note these catalogs may not be resold, in whole or in part.

# WEBSITE SALES

## **May we get Ann Rea, Inc. images and copy for our website?**

Yes. But first your website will be reviewed to determine if it is a brand match. Upon approval, you will receive images and written copy with strict use guidelines. These will be provided to you for the sole purpose of selling Ann Rea, Inc. merchandise on your website.

## **Why does Ann Rea, Inc. have to approve our website?**

Ann Rea, Inc. is investing in and carefully crafting a brand. Since fine art merchandise is purely visual in nature, it must be presented in accordance with our graphic standards, just as wine must be served in an odor free environment.

## **May we copy Ann Rea, Inc. images anywhere other than our website?**

No. All images and written copy, with use guidelines, will be provided to you for the sole purpose of selling Ann Rea, Inc. merchandise on your website.

You may only use copied images and text on your website with advance written permission. Please avoid all copyright infringement. Be warned, there are significant penalties which will result from any copyright violation.

## **Do we have to have copy protection on our site?**

Yes. Each page on your website displaying Ann Rea, Inc. copyright/trademarked protected images and/or written copy must be copy protected.

## CURRENT TOP SELLERS

### Do you recommend minimal display assortments?

Yes. These product group levels offer a nice minimal selection to create an effective Wine Country fine art vignette.

#### Level 1

number	code	title	description	wholesale	
					total
24	assorted	assorted	fine art note cards		\$60
1	262	"Big Vines"	unframed 11x14 print		\$38
1	273	"Vineyard Day Closing"	unframed 11x14 print		\$38
1	179	"Glory Vines"	unframed 11x14 print		\$38
1	152	"Crimson and Vines"	unframed 16x20 print		\$49
1	127	"Wednesday Afternoon"	unframed 16x20 print		\$49
1	228	"Long Afternoon Vines"	black framed 11x14 print		\$125
1	382	"Silvering Vines"	white framed 11x14 print		\$125
1	332	"Vines Reach to Fog"	natural framed 11x14 print		\$125
1	328	"Very End of Vines"	white framed 16x20 print		<u>\$160</u>
					<b>\$808</b>

#### Level 2

number	code	title	description	wholesale	
					total
30	assorted	assorted	fine art note cards		\$75
1	255	"Autumn Dusk"	unframed 11x14 print		\$38
1	226	"Clover and Poppies"	unframed 11x14 print		\$38
1	376	"End of Harvest"	unframed 11x14 print		\$38
1	228	"Long Afternoon Vines"	unframed 16x20 print		\$49
1	127	"Wednesday Afternoon"	unframed 16x20 print		\$49
1	152	"Crimson and Vines"	unframed 16x20 print		\$49
1	179	"Glory Vines"	white framed 11x14 print		\$125
1	273	"Vineyard Day Closing"	white framed 16x20 print		\$160
1	228	"Long Afternoon Vines"	black framed 16x20 print		\$160
1	332	"Vines Reach to Fog"	natural framed 16x20 print		\$160
1	262	"Big Vines"	white framed 20x24 print		\$200
1	328	"Very End of Vines"	white framed 24x30 print		<u>\$300</u>
					<b>\$1,442</b>

### Level 3

<b>number</b>	<b>code</b>	<b>title</b>	<b>description</b>	<b>wholesale total</b>
50	assorted	assorted	fine art note cards	\$125
1	255	"Autumn Dusk"	unframed 11x14 print	\$38
1	226	"Clover and Poppies"	unframed 11x14 print	\$38
1	376	"End of Harvest"	unframed 11x14 print	\$38
1	273	"Vineyard Day Closing"	unframed 16x20 print	\$49
1	127	"Wednesday Afternoon"	unframed 16x20 print	\$49
1	152	"Crimson and Vines"	unframed 16x20 print	\$49
1	297	"Hot Vineyard Dusk"	unframed 20x24 print	\$75
1	179	"Glory Vines"	white framed 11x14 print	\$125
1	152	"Crimson and Vines"	white framed 16x20 print	\$160
1	262	"Big Vines"	white framed 20x24 print	\$200
1	228	"Long Afternoon Vines"	black framed 20x24 print	\$200
1	332	"Vines Reach to Fog"	natural framed 20x24 print	\$200
1	328	"Very End of Vines"	white framed 24x30 print	<u>\$300</u>
				<b>\$1,647</b>

## NO ORDER MINIMUMS

### Is there an order minimum?

No. There is no order minimum.

### Do you have a suggested minimum for in store inventory?

Yes. We suggest an \$808 minimum for brick and mortar retailers to display an effective product representation for sale.

## PAYMENT

### What form of payment is accepted?

Retailers who place drop shipped orders must maintain a MC/Visa on file. All prints are created specially to order, so your credit card will be charged before the custom print is created.

### When are payments due?

All payments for merchandise and shipping are due at the time of the order.

### Late Payments

Late and NSF payments are subject to a monthly \$25 late fee and annual finance charges of 12% simple annual interest.

## Returns and Cancellations

### **May we return and or exchange this fine art merchandise?**

No. All prints are created specially to order, so all sales are final and there are no returns or exchanges. No exceptions.

### **What if our order was damaged during shipping?**

In the very rare instance that an item is damaged during shipping, you must notify us in writing within seven business days for a return authorization. Damage returns are only accepted if the shipper can verify that an item was damaged during shipping. So be sure to keep all of the original shipping and packing material.

### **Can we cancel an order?**

Yes, as long as it is within 24 hours of receipt.



# General Terms

## **Past Due Balances and Finance Charges**

Any amounts due that are not paid within 30 days of the date of the invoice are considered past due and this amount will be subject to finance charges. The retailer agrees to pay any amount due and 12% finance charge on any amounts past due.

## **Termination/Cancellation**

This Agreement may be terminated at any time at the discretion of either Ann Rea, Inc. or the retail member. This agreement shall automatically terminate if Ann Rea or if the retail members dies, becomes insolvent, declares bankruptcy, or moves. In the event of termination, the retailer agrees to immediately pay Ann Rea, Inc. all outstanding balances with their credit card on file.

## **Liability**

Neither party shall be liable for incidental or consequential damages, nor for any claims in tort (or for punitive damages), which may arise from any breach of this agreement or any obligation under this agreement.

## **No Destruction or Alteration**

Retailer agrees to not intentionally destroy or modify the Fine Art Merchandise or Paintings they purchase.

## **Injury or Losses**

Retailer accepts legal and financial responsibility for any injuries or losses that may occur as a result of the display any merchandise.

## **Modification**

This contract may be modified in writing if agreed to by both parties.

## **Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

## **Successors and Assignees**

This agreement binds and benefits the heirs, successors and assignees of the parties.

## **Notices**

Any notice or communication required or permitted to be given under this agreement shall be sufficiently given when received by certified mail, or sent by facsimile transmission or overnight courier.

**Governing Law**

This agreement will be governed by the laws of the State of California and the county of San Francisco.

**Waiver**

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

**Severability**

If a court finds any provision of this agreement invalid or unenforceable, the remainder of this agreement will be interpreted so as best to carry out the parties' intent.

**Attachments and Exhibits**

The parties agree and acknowledge that all attachments, exhibits and schedules referred to in this agreement are incorporated in this agreement by reference.

**No Agency**

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

**Non Exclusive Agreement**

The agreement does not represent an exclusive arrangement for representation of a particular territory.

**Attorney Fees and Expenses**

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney fees incurred in enforcing this Agreement.

**Arbitration**

Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in the county of San Francisco, California, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorney's fees incurred in enforcing this agreement.

**Owner's Signatures**

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

# ANNREA™

savor the colors of a moment™

retailer \_\_\_\_\_

customer \_\_\_\_\_

address \_\_\_\_\_

\*address \_\_\_\_\_

(\*no PO boxes or destinations outside the US)

city \_\_\_\_\_

city \_\_\_\_\_

state \_\_\_\_\_ zip \_\_\_\_\_

state \_\_\_\_\_ zip \_\_\_\_\_

phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

e-mail \_\_\_\_\_

\*e-mail \_\_\_\_\_

(\*required to send customer tracking number)

qty	code #	title	11	16	20	24	frame			retail price
			x	x	x	x	unframed	white	black	
			14	20	24	30				

subtotal total \_\_\_\_\_

drop ship fee \$10.00 (paid by retailer) \_\_\_\_\_

shipping, handling, & insurance (see below) \_\_\_\_\_

**total** \_\_\_\_\_

print size	framed	unframed
11" x 14"	\$250	\$76
16" x 20"	\$320	\$98
20" x 24"	\$400	\$150
24" x 30"	\$600	\$280

shipping & handling (within the US)

up to \$250	\$20
\$250.01 to \$500	\$35
\$500.01 to \$1000	\$60
\$1000.01 to \$5000	\$99
\$5000.01 and up	5% of order value

(Please allow 10-14 business days for delivery.)

To place your order e-mail [annrea@annrea.com](mailto:annrea@annrea.com) or fax your order to 415-520-2228.

**All prints are created to order, all sales are final. Cancellations only accepted within 24 hours of receipt.**

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# APPLICATION

**To apply for Ann Rea, Inc. Retailer Program Membership:**

1. Read the Ann Rea, Inc. Retail Partnership FAQ above.
2. Complete and sign the application below.
3. Fax this application page to: 415.520.2228
4. Fax your state reseller's license to: 415.520.2228

Company Name: \_\_\_\_\_

Reseller Tax ID: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

eMail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

MC/Visa/Amex (circle one) \_\_\_\_\_ Expiration: \_\_\_\_/\_\_\_\_

This is a membership application, not a credit application.

I have read, I understand, and I agree to the terms and conditions outlined in the Ann Rea, Inc. Retail Partnership FAQ and Agreement above. \*

\* **Owner (s) Signature (s)** \_\_\_\_\_ Date: \_\_\_\_\_

How did you hear about Ann Rea, Inc.?

\_\_\_\_\_

Type of Business:

- ◇ home décor
- ◇ on-line retailer
- ◇ tasting room
- ◇ other \_\_\_\_\_
- ◇ wine bar