

Yvonne Kitchen, AAEA Associate, WAOW Associate
Bronze Portraits from Nature
2539 Pioneer Road, Talent, OR 97540
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CONTRACT TO COMMISSION TROPHIES

AGREEMENT made as of _____, between **Yvonne Kitchen** (hereinafter referred to as the "Artist"), located at 2539 Pioneer Rd, Talent, OR 97540, and _____
_____(hereinafter referred to as the "Client"), located at _____
_____.

WHEREAS the Artist is a recognized professional artist; and

WHEREAS the Client admires the work of the Artist and wishes to commission the Artist to create a work of art ("the Work") in the Artist's unique style; and

WHEREAS the parties wish to have the creation of this work of art governed by the mutual obligations, covenants and conditions herein;

NOW, THEREFORE, in consideration of the forgoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **Preliminary Design.** The Artist hereby agrees to create the preliminary design for the Work in the form of Premo clay renderings of busts of a mule, a draft horse, and a donkey in a pose and size described by the Client and consistent with extended correspondence between the Artist and Client. The Client agrees to pay a fee (non-refundable down-payment) of _____ upon the signing of this Agreement and delivery of the busts to the foundry. The Artist created the design For _____ according to the following description (including measurements as requested by the Artist) of the Work as interpreted by the Artist.

Title: _____

Medium: _____

Size: _____

Price: _____

Description of Work:

Initials _____

The Client agrees not to hold the Artist responsible for delays caused by failure on the Client's part to provide a signed order form, scheduled payment, photographs or other materials to the Artist in a reasonable or agreed upon time.

2. Progress Payments. Upon the Artist and Client's approval of the preliminary test casting by the foundry, the Artist agrees to instruct the foundry to proceed with construction of the Work, and the Client agrees to pay the remaining price of _____ for the Work as follows: _____ upon approval of the preliminary casting, and _____ + shipping 10 days after receipt of the additional finished pieces in satisfactory condition. Completion of the Work is to be determined by the Artist, who shall use the Artist's professional judgement to deviate from the preliminary design as the Artist in good faith believes necessary to create the Work.

3. Exclusivity. The Artist agrees that this work is designed for the exclusive use of the Client for trophies, advertizing, and possible souvenirs for the _____ for the 5 year duration of the contract. The contract may be renewed at 5 year intervals.

4. Insurance and Shipping. The Artist agrees to keep the Work fully insured against fire and theft and bear any other risk of loss until delivery to the Client. In the event of loss caused by fire or theft, the Artist shall use the insurance proceeds to recommence the making of the Work. Upon completion of the Work, it shall be shipped at the expense of the Client to the following address specified by the Client: _____.

5. Cancellation/Termination. If the Client cancels the commission after the Artist has begun creation of the Work, the deposit and all other fees paid to that point may be retained by the Artist, to compensate for time and materials spent on it to that point. The Work will remain the property of the Artist who may complete it and offer it for sale or make use of it in any other manner, and the Client will lose their exclusive use of the work. The Artist shall have the right to terminate this Agreement in the event the Client is more than sixty days late in making any payment, and the Client shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within thirty days of the signing of this contract.

6. Copyright/Privacy. The Artist reserves all rights of reproductions and all copyrights in the Work, the preliminary design and any incidental works made in creation of the Work. The artwork cannot be reproduced or altered without written consent of the Artist. Reproduction rights for other than resale purposes may be granted to the Client by the Artist at her discretion.

The Client gives to the Artist permission to use images of the Work in all manners, including but not limited to display, advertising, trade and editorial uses. The Artist will not use the Client's name in any of the above without permission in writing from the Client. The Client grants permission to the Artist for the use of the name _____ at her discretion.

Initials _____

7. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist: _____ Date _____

Client _____ Date _____