

## Hibiscus Painting Artist Agreement

Agreement between Venice Heritage, Inc, a 501c3 Corporation, herein referred to as VHI and artist, herein referred to as Artist for hibiscus wall art to be painted on location determined by Purchaser. Purchaser is person who makes purchase for hibiscus wall art through VHI. The work effort to complete the wall painting will herein be referred to as Project.

VHI and Artist agree as set forth below:

1. VHI agrees to pay Artist 50% of price paid by Purchaser within 15 days of the completion of the work.
2. Unless otherwise indicated, VHI and Artist shall perform their respective obligations as expeditiously as is consistent with normal skill and care and the orderly progress of the project.
3. Artist agrees to warranty/guarantee all work and material for a period of one year from final acceptance. Any vandalism that may occur to the painting is not the responsibility of the Artist.
4. VHI has exclusive rights for reproduction, marketing, and all other commercial uses.
5. Artist agrees to release and hold harmless Purchaser and VHI, its officers, directors, employees, representative, agents, and volunteers from any liability, claim, demand, action or right of action, loss, injury, damage, or costs of whatever kind or nature resulting from Artist's participation in this work effort.
6. Artist agrees to create and paint a hibiscus painting on the location defined by the Purchaser. This may be an exterior wall or door, or interior wall.
7. Artist agrees to maintain the work in progress until final acceptance by the Purchaser.
8. Artist agrees to notify the Purchaser and VHI in writing, of any change in the status or development of the painting as submitted and approved.
9. Artist will work with Purchaser to agree on a location for the painting.
10. Artist agrees that any parts of and/or the entire painting may be published on VHI's website and any other media that VHI deems appropriate.
11. All written communication to VHI may be emailed to [VeniceHeritageInc@gmail.com](mailto:VeniceHeritageInc@gmail.com).
12. Changes in the Project services required due to, but not limited to, size, quality, complexity, Artist's schedule, weather, and/or other reason(s) should be brought to the Purchaser's attention immediately and Artist shall wait for Purchaser's decision before commencing with the change.
13. If changes are initiated by Purchaser after painting is started, a fee, to be negotiated between Artist and Purchaser, will be charged based on the complexity of the change.
14. If the painting will take multiple days, Artist agrees to remove and secure all Project materials each evening so that the chances of vandalism are reduced. VHI and Purchaser assume no responsibility for materials or equipment left on site. Artist agrees to maintain work area in a safe manner, to remove debris created by Artist from the site each evening.
15. VHI and Artist respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither party shall assign this agreement without the written consent of the other party.
16. This agreement may be terminated by VHI or Artist upon not less than seven (7) days' written noticed should the other party fail substantially to perform in accordance with the terms of this agreement, through no fault of the party initiating the termination. If this agreement is

cancelled, the Artist shall be entitled to financial reimbursement for the percentage of completion, as determined by VHI. In the event of arbitration, the prevailing party is entitled to reasonable attorney fees.

17. Claims, disputes, or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with Mediation and Arbitration Rules of the American Arbitration Association currently in effect.
18. This agreement shall be governed by the law of the place of the Project.
19. Except with VHI's knowledge and consent, the Artist shall not use this rendering, painting or likeness of the Project on any other site or medium. The Artist may use this Project in promotional media for the sole purpose of promoting the Artist's services.

This agreement shall be in effect on date of last signature below:

**VHI**

\_\_\_\_\_  
VHI President Signature

\_\_\_\_\_  
VHI President Printed Name

\_\_\_\_\_  
Date

**Artist**

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Artist Printed Name

\_\_\_\_\_  
Artist Phone Number

\_\_\_\_\_  
Date