

Hibiscus Painting Purchaser Agreement

Agreement between Venice Heritage, Inc, a 501c3 Corporation, herein referred to as VHI and hibiscus wall art purchaser who, herein referred to as Purchaser. The work effort to complete the wall painting will herein be referred to as Project.

VHI and Purchaser agree as set forth below:

1. Purchaser agrees to pay VHI 100% of purchase amount at time of purchase.
2. Purchaser certifies that they own the property or have received permission from the property owner prior to making this purchase.
3. If purchaser is a business in historic downtown Venice, purchaser agrees to get approval from the City of Venice Public Art Committee prior to purchase.
4. If purchaser is in HOA community, purchaser agrees to confirm there is no HOA restriction on wall art prior to purchase.
5. VHI has exclusive rights for reproduction, marketing, and all other commercial uses.
6. Purchaser has the right to maintain the painting after the warranty period.
7. Purchaser agrees to release and hold harmless Artist 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 Purchaser's participation in this work effort.
8. Purchaser will work with Artist to agree on a location for the painting. (Scheduling may be subject to weather conditions.)
9. All written communication to VHI may be emailed to VeniceHeritageInc@gmail.com.
10. 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.
11. VHI and Purchaser 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.
12. Purchaser will ensure that Artist has access to the painting location at all times during the Project. Purchaser will notify Artist in advance if there will be a conflict for any specific day(s).
13. This agreement may be terminated by VHI or Purchaser upon not less than seven (7) days' written notice 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, VHI shall remit to financial reimbursement to the Artist for the percentage of completion, as determined by VHI. In the event of arbitration, the prevailing party is entitled to reasonable attorney fees.
14. 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.
15. This agreement shall be governed by the law of the place of the Project.
16. Except with VHI's knowledge and consent, Purchaser shall not use this rendering, painting or likeness of the Project on any other site or medium. Purchaser may use this Project in promotional media for the sole purpose of promoting the Purchaser's services.

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

VHI

VHI President Signature

VHI President Printed Name

Date

Purchaser

Purchaser Signature

Purchaser Printed Name

Purchaser Phone Number

Date