

Ordering custom artwork from Cara Bevan - Art from the Heart - binds you to the following agreement. The buyer will be notified of this agreement during the planning process, and they are responsible for reading and understanding this agreement once it has been referred to.

The buyer is hereafter referred to as "client", and Cara Bevan referred to as "artist."

1. **Planning the Project:** The Artist will consult with the Client about all features of the artwork - layout, color, subject/content, and will provide sketches that will be approved before production begins. During production, the Artist will make reasonable efforts to conform to the planned sketches. In the event that changes to the plan need to be made, the Artist will consult with the Client. The Artist will ultimately make all the final decisions regarding the aesthetics of the artwork within reason of the plan.

2. **Price:** A price, or a price range, will be quoted after determining the project (after the sketch). Although the Client may set a budget for the planned project and negotiate, price is calculated based on estimated time and materials. Once a price has been agreed upon, it cannot be changed by either party unless the Artist consults the Client (ie: major changes, initiated by the Client or by the Artist from a complication, that would require more materials or time.) **A non-refundable 50% deposit of the total project price is required upfront to the Artist before the project will begin.** *Exceptions to orders specified by Artist*

3. **Alterations:** Once a project is underway, it can only be edited or altered at times specified by the Artist. Example: During the sketch process, early sculpting, and mid-paint. The Artist will prompt the Client for edits when it is possible. The Artist has the right to refuse any suggested changes or edits that could damage the final product. The Artist has the right to charge extra for extensive edits. In general, **for illustrations and paintings, 2 edits are free AFTER the sketch process, including minor/simple changes. Any edits past 2 will incur an extra \$25/hour charge, minimum of one hour. For sculptures, alterations are made on a case by case basis. Ex: Details can be added to but not taken away easily. Changes that require breaking the sculpture will incur extra charges based on the time needed to repair and reform the sculpture as desired.**

4. **Right of Refusal:** It is the intent of this agreement that the Artist will create the artwork for the Client that the Client will purchase. However, if, after the work is completed, the Client does not wish to purchase any or all of the work, the Artist will

retain the refused artwork and the non-refundable deposit, free of any claims or interests of the Client and the Client will owe no additional fees to the Artist.

5. **Copyright:** The Artist reserves the common-law copyright to all works commissioned by the Client that are created by the Artist, including all reproduction rights and the right to claim statutory copyright, unless there is a signed written agreement stating otherwise. No work may be reproduced by the Client without prior written approval from the Artist.

6. **Delivery:** Unless otherwise agreed, the Artist will arrange the delivery of the work in a safe and cost-effective manner. The Client is responsible for the cost of said delivery. The Artist will notify the Client of the cost prior to shipping. All delicate items will be shipped double-boxed and protected to the best of the Artist's ability. The Artist is not responsible for items damaged during shipment, though items will be insured for their full amount. Client will receive timely tracking codes and delivery dates for shipments.

7. **Future Responsibility:** The Artist is not responsible for changes of the artwork caused by mismanagement - climate, humidity, moisture, mold, infestation, stains, warping, fading, or other damage. However, if prompted, the Artist will be able to repair the artwork if possible. If a repair is desired, the Client is responsible for shipping to and from the Artist. If repairs are simple, there will be no cost to the Client. If extended time, effort, and supplies is involved, the Artist will discuss it with the Client and payment will be made upfront, or the artwork will be returned in its current condition.

If you have any questions regarding any part of the agreement, contact Cara Bevan via email at carabevan.fineart@gmail.com . Thank you.