



2315 N. Pearl Street * Suite 10-235 * Tacoma, WA 98407
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Agreement of Sale

Agreement made as of 'date 2007' between Spirit Capture, LLC. (hereinafter referred to as "Seller" located at 2315 N. Pearl Street, Tacoma, WA 98407 and *Mr. and Mrs. Jane Smith* (hereinafter referred to as "Purchaser") located at *Street Address One* (1) person to be painted hereinafter referred to as "Subject". Robbi Firestone, an employee of Seller is hereinafter referred to as "Artist". Robbi Firestone is not a party to this contract.

WHEREAS, the Artist is a recognized professional artist; and
 WHEREAS, the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art ("the Work") in the Artist's own 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 foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

Purchaser hereby engages Seller and Seller hereby accepts such engagement to furnish services to paint one (1) Portrait ("the Work"), of one (1) Person ("the Subject"), as assigned by Purchaser and agreed upon by Seller and delineated below upon all of the terms and conditions set forth in the following agreement. This Agreement constitutes the sole, complete and binding agreement between Seller and Purchaser. Seller has no legal obligations or commitment to Subject other than defined in this agreement.

By entering this contract the Purchaser acknowledges that he/she has reviewed other portraits of the Artist and is familiar with the Artists style and wishes to have a fine art portrait of the Subject completed by the Artist. Examples of the Artists work can be seen on the internet at www.RobbyFirestone.com.

1) Deliverables; One (1) original portrait Work of one (1) Subject on canvas sized 18" x 24" (larger if Seller deems necessary), stretched on ¾" wooden stretcher and unframed (unless otherwise agreed upon by Seller and Purchaser for additional cost).

2) Date of Sitting (s): A single day session ("the Sitting/Date") of not less than six (6) hours is required of the Subject. A consultation meeting between Artist and

Subject to discuss setting, wardrobe, and the portrait process is included (not including travel expenses upon which additional costs are reimbursable as described in Article (12) of this agreement. This meeting can be arranged via telephone if deemed appropriate by Seller and/or Purchaser. Multiple, consecutive Sitting Dates may be agreed upon by Seller and Purchaser for additional fee determined by Seller.

3) Date of Delivery: Seller agrees to deliver finished Work one hundred and twenty (120) days after Sitting Date, for One (1) Subject. Expedited delivery is available subject to the Artist's schedule and discretion, and can be quoted at additional cost determined by Seller. Note: Original oil paintings require thirty (30) days 'drying' time before shipping.

4) Total Compensation: In consideration of Seller's furnishing Artist's services hereunder, purchaser shall pay to Seller the aggregate sum of (US Dollars) \$ '*rate 2007*' plus any and all additional costs stated in this agreement, quoted by Seller and agreed to by Purchaser. Fees are only for the original Work and do not include copyrights or reproduction rights, which remain with the Seller.

5) Payment(s) Due: The foregoing collective sum shall be payable as follows:

A) Fifty percent (50%) '*rate 2007*' (\$0000.00) payable to Seller upon the return of this contract to secure dates for calendar booking.

B) Fifty percent (50%) '*rate 2007*' (\$0000.00) payable to Seller upon delivery. The Work will be delivered only upon receipt of final payment and collection of reimbursements as stated in this agreement.

C) No deductions shall be made from the applicable payment.

D) Any and all travel reimbursements to be paid to Seller on or before day of Sitting. Travel time and costs are additional if portrait Sitting requires Artist to travel ninety (90) miles or more from Artist domicile in Tacoma WA.

E) Seller will confirm an estimate of travel, accommodation and incidental expenses thirty (30) days in advance of scheduled Sitting. Purchaser shall transmit funds based on this estimate fifteen (15) in advance of the Sitting Date. Upon receipt of funds, transportation arrangements will be completed by Seller and confirmed with Purchaser. These funds are non-refundable. Any costs over or under the estimate will be billable or creditable to Purchaser.

F) The Seller will charge and Purchaser agrees to pay interest at ten percent (10%) all overdue payments.

G) All payments will be paid to Spirit Capture LLC.

7) Shipping and Handling: Additional shipping and handling costs due with final payment of fifty percent (50%).

8) Notice of Copyright and Reproduction: It is illegal for anyone other than the Seller to copy or reproduce said Work elsewhere without first obtaining Seller's written permission and violators of this law will be subject to its civil and criminal penalties. The Seller shall own the copyright on all artworks created and shall have the exclusive rights to make reproductions. The Seller shall only make

reproductions for the Purchaser or for the Seller's portfolio, samples, self-promotions and advertising, entry in contests or art exhibitions, editorial use, or for display within or outside of the Seller's studio. If the Seller desires to make other uses, the Seller shall not do so without the written permission of the Purchaser.

9) Copyright Issues

Clarification of Artist rights as protected by the Federal Copyright Act of 1976 and the Federal Visual Rights Act of 1991;

Purchase of a copyrighted artwork (the Work) does not transfer the copyrights. The copyright to reproduce the works in copies, to produce derivative work based on the copyrighted image, and distribute copies is retained by the Artist. Any transfer of this copyright must be in writing expressly identifying what rights are being sold and for what purpose. Works of art cannot be modified without the permission of the Artist. Works cannot be distributed, mutilated or modified in any way that would prejudice the reputation of the Artist.

10) Client's Usage: The Purchaser is obtaining the Work for personal use only, and shall not sell prints, publish in any printed, digital or internet form or venue, or authorize any reproductions thereof by parties other than the Seller. If Purchaser is obtaining the Work for reproduction, Seller authorizes Purchaser to reproduce the Work only as set forth by Special Usage Addendum stated in this contract in Article (10). In such event, Purchaser shall request that a required credit for the Seller be placed adjacent to the Work on any publication. A copy of this request must be submitted to the Seller.

11) Special Usages:

Licensing, publishing, rights, digital usages and/or any and all other forms of reproduction strictly prohibited as stated in Article (22) unless agreed upon and offered as an option for Purchase at an additional fee negotiated by Seller. Seller and/or its Assigns retain the rights to reproduce the Work on website, portfolio and any and all promotional materials.

12) Limited Liability: If the Seller cannot perform this Agreement due to a fire or other casualty, strike, act of God or other cause beyond the control of the parties involved, or due to illness of Artist, then any unused deposit will be returned to the Purchaser. Thereupon Purchaser and Seller will have no further obligations with respect to this contract and it will be deemed terminated. No further liability with respect to the Agreement.

13) Transportation:

A) Airline tickets: Purchaser agrees to provide and pay for one (1) roundtrip Business Class airline ticket for Artist to Subject Venue from Artists point of origin if Sitting requires travel further than one hundred eighty (180) miles from Artists point of origin.

B) Purchaser agrees to provide and pay for any and all Artist ground

transportation for previously agreed upon length of engagement if Sitting requires travel further than ninety (90) miles from Artists point of origin.

C) Any and all travel reimbursements to be paid to Artist on or before day of Sitting as stated in Articles (6E) & (6F) of this agreement.

14) Accommodations: Purchaser agrees to provide and pay for one (1) room at an acceptable Five Star hotel and incidental costs during length of Artist's stay related to engagement for Sitting Date.

15) Itinerary: Seller will confirm the Sitting Dates, accommodations, transportation arrangements and an estimate of incidental expenses thirty (30) days in advance of scheduled Sitting Date. Purchaser shall transmit funds based on this estimate to Seller fifteen (15) days in advance of the Sitting Date. Upon receipt of funds, transportation arrangements will be completed by Seller and confirmed with Purchaser. These funds are non refundable. Any costs over or under the estimate will be billable or creditable to Purchaser.

16) Food and Beverages: Purchaser shall provide, at its sole cost and expense, food and beverages for Artist throughout the course of the Sitting Dates hereunder.

17) Materials Requirements: Purchaser agrees to provide the following items required for a successful Sitting:

A) A 'safe', undisturbed location for Artist, artists materials and Subject to work without concern for property damage due to nature of Artist materials. No children, pets or other distractions will be allowed in the vicinity of the portrait Sitting, unless expressly agreed upon in writing as stated in Article (17E) of this agreement.

B) Extension cord and electricity appropriate for lighting Sitter must be supplied at Sitting Location by Purchaser.

C) Materials which cannot be transported in flight due to Federal Department of Transportation Regulations will be shipped directly to Sitting Location at least one (1) week in advance of Sitting Date.

Note: Seller and its employees exercise due caution in the use of all materials that are part of the Portrait Process BUT Purchaser expressly agrees that Artist and Seller are not responsible for damages of any kind to Subject, Sitting Location, or any person or pet who comes in contact with material used in the portrait process (such as oil paint, turpenoid, glazes etc.) and specifically holds Artist and Sprit Capture LLC harmless for any such claims.

18) Sitter

A) Purchaser hereby engages Seller and Seller hereby accepts such engagement to furnish services to paint one (1) Subject.

B) Subject will be required to give such Sittings and other assistance, for example, photographs approved by Artist as the Artist requires for the successful completion of the Work.

C) Artist will photograph Sitter at the Setting for purpose of completion of the Work. Seller and/or its assigns retain the rights to reproduce photograph of Sitter on website, portfolio and any and all promotional materials.

D) Model release form is required to have been signed by the Subject (or Parent or Guardian of Subject if under eighteen (18) years of age on Sitting Date).

E) Children or a pet may be included in Sitting for additional fee to be quoted by Seller. Additional Subjects and consecutive Sitting Dates must be prearranged and agreed upon expressly in writing by Seller.

19) Purchaser satisfaction: If the Purchaser is not satisfied with the Work, the first fifty percent (50%) of payment and any and all actual travel expenses are non refundable. Acceptance of the Work is based solely upon approval of Purchaser, not the approval of Subject. Portrait becomes property of Seller if not accepted by Purchaser and Paid in Full by Purchaser for services rendered within time frame stated in Article (6) of this agreement.

20) Cancellation

The fifty percent (50%) payable to Seller upon return of this contract to secure dates for calendar booking is non refundable. In addition, reimbursement of any actual travel costs will be required. Any unfinished Work will belong exclusively to the Seller.

21) Disputes

Any dispute arising in connection with the commissioned Work between Seller and Purchaser which cannot be resolved by Seller shall be referred to an independent arbitrator in the State of Washington. His/Her decision shall be final and binding.

22) Assignment/Joint Tenure: Purchaser shall not have the right to assign this Agreement or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as partners, or joint ventures, and neither Seller nor Artist shall be liable in whole or in any part for any obligation that may be incurred by Purchaser in Purchaser's carrying out of any of the provisions hereof, or otherwise. The person executing this Agreement on Purchaser's behalf warrants his authority to do so.

23) Miscellaneous: This Agreement constitutes the sole, complete and binding agreement between the parties hereto. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Washington. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild, or body having jurisdiction. Wherever or Whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation,

then such law, rule and regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

In Witness whereof, the parties hereto have executed this Agreement on the date set forth below.

Date: _____ By: _____
Purchaser (Print)

Date: _____ By: _____
Purchaser (Signature)

Date: _____ By: _____
Robbi Firestone (Print)
Spirit Capture, LLC.

Date: _____ By: _____
Robbi Firestone (Signature)
Spirit Capture, LLC.

Portraits & Paintings
CAPTURE, LLC

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