

## **Agreement**

The following agreement is passed between the artist (Oglesby Finlay) and the client:

### ***Time for Payment***

Advance deposit of %20 of the total price due before project start (minimum of \$50). Remainder of payment may be made at the end of the project or in regular (weekly or monthly) installments. These will be determined by the artist based on the client's means. A 1.5% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment.

### ***Default in Payment***

The client should assume responsibility for all collection and legal fees necessitated by default in payment.

### ***Expenses***

The client shall include payment any unexpected or requested expenses excluding distance driving, supplies, etc. Requested extra expenses may include non-standard supplies, framing, prints, etc.

### ***Changes***

The client shall be responsible for making additional payments for **drastic changes** , **redrafts** , or **complete scrapping and reworking** requested to the original assignment description **after completion of payment**. The client shall offer the artist the first opportunity to make any changes.

### ***Cancellation***

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the artist. %20 price deposit will not be refunded.

### ***Ownership and Return of Artwork***

The artist retains partial rights to the original artwork. Resale of original artwork is prohibited unless specifically stated by the artist and verified in writing.

### ***Modifications***

Modifications of the assignment must be written, except those that the invoice may include, and the client shall pay fees or expenses that were orally authorized in order to progress promptly with the work. Modification of the work after final receipt and payment, including obscuring or removal of artist signature, is prohibited by law unless specifically stated by the artist.

### ***Confidentiality***

The client understands that the artist should keep the work confidential and not expose it without expressed permission from the client. All personal information shared between the client and the artist including names, addresses and phone numbers, etc. shall be kept mutually confidential with no exceptions. Reveal of a completed project or in-progress photos on social media by the artist will be considered at the discretion of the client with their permission, and to the extent that the client dictates. The client understand that they are not allowed to post or produce artwork until payment in full has been completed.

### ***Proofing of Final Project***

The above-mentioned changes or modifications do not include typographical errors, or any other errors committed by the artist and included in the completed work. It is the client's responsibility to make note of any errors within the final project requested. Modifications suggested by the client during consultation of the nearly finished work will be considered and added in accordance to the agreement. These changes are not considered additional and therefore are not charged. Only in the events listed in the Changes section shall any extra charge be incurred.

### ***Delivery of Project***

The artist agrees to deliver the completed work on or before the requested date. If the provider is unable to deliver the work on or before the mentioned date and not as a result of the client, the provider agrees to either dismiss the work or complete the work at no extra charge to the client, or offer a discount for completed work.

A handwritten signature in grey ink, appearing to read 'C. G. G. G.', is located at the bottom right of the page.