



CONTRACT OF ORDER

1- IDENTIFICATION OF THE PARTIES

FRANCE TRUELLE, legal person of private law having her main business address at 10525, Rancourt Street, Montreal, Quebec, H2B 2P4, tel.: 514-627-4994, email: francetrudelleartiste@gmail.com, herein represented by **France Trudelle** duly authorized as she so declares;

Herein after named "**THE ARTIST**"

AND

@@@@, legal person of private law having its main business address at _____, Quebec, _____, (*If needed*) doing business under the name of _____ (*If needed*): no T.P.S. : no T.V.Q. : tel.: _____, email: _____ herein represented by **XXXXX XXXXX**, _____, duly authorized as he/she so declares;

Herein after named "**THE CLIENT**"

2- OBJET OF THE CONTRAT

THE CLIENT is hereby ordering from **THE ARTIST** the realization of the original **THE ARTWORK** described at article 3, at the conditions stipulated in these presents.

3- PRESENTATION OF THE ARTWORK

| | |
|-----------------|--|
| Desired format: | _____ x _____ |
| Medium: | mixed media: image transfer, acrylic, may include ink, graphite and other mediums at the choice of THE ARTIST . |
| Support: | Canvas mounted on a wooden frame, gallery format |
| Description: | Issued from a photograph provided by THE CLIENT (photocopy annexed to these presents) |

Herein after named "**THE ARTWORK**"

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INITIALS : Client _____ Artist _____

4- COPYRIGHT

- 4.1 **THE ARTIST** yields none of her copyrights, given that an assignment or a license of copyright must be found in a separate contract. It was therefore agreed that the Artist remains the holder of all copyright, including the right to exhibit **THE ARTWORK** publicly, the right to reproduce **THE ARTWORK** in all forms and all processes, as well as the right to publicly communicate **THE ARTWORK** in a non material form, and this, for all countries and for the duration of the copyright.
- 4.2 Notwithstanding the foregoing, **THE CLIENT** can reproduce **THE ARTWORK** for purposes of personal archives or for insurance purposes only. Any other use requires the permission of **THE ARTIST**.

5- REMUNERATION AND PAYMENT METHODS

- 5.1 A black and white sketch will be sent to the **CLIENT** via email for the approval of the project at no additional cost.
- 5.2 Should a full colour sketch of **THE ARTWORK** be requested by **THE CLIENT** the costs related to its production are the responsibility of **THE CLIENT** and are not included in the cost of **THE ARTWORK**. The modalities of acceptance are as follows:
- 5.2.1 Said colour sketch will be executed for the amount of \$ 50 (fifty dollars) for a 7" x 11" format. These fees are payable upon the signing of these presents and **are not refundable**. The same conditions of royalties enumerated to article 4.1 are in force here.
- 5.2.2 Let it be noted that the realization of the colour sketch serves a purpose of approval for the project by **THE CLIENT**. Although the original colour sketch will be given to **THE CLIENT** upon final delivery of **THE ARTWORK**, a digitized photograph of said sketch will be submitted to him via email to confirm the approval of the order. This measure aims to accelerate the process and to promote a faster realization of **THE ARTWORK**. Let it be noted that a slight alteration of the colours can occur when viewing the image on a computer screen.
- 5.2.3 Should **THE CLIENT** demand a delivery of the original of the colour sketch prior to approval, courier or delivery fees will be at his expense and **payable upon delivery of the parcel**.

- 5.2.4 The sketch is provided to give **THE CLIENT** a general idea of the orientation which will be given to the final **ARTWORK**. In no case should **THE ARTWORK** be expected to be identical to said sketch. **THE ARTIST** reserves the right to a certain freedom of expression giving her the latitude to carry out some changes during the development of **THE ARTWORK**, while respecting the general concept of origin.
- 5.3 The realization of **THE ARTWORK** is agreed upon in exchange of fees in the amount of (*variable according to format and the complexity of THE ARTWORK*) _____\$, payable according to the following methods:
- 5.3.1 **AN ADVANCE PAYMENT of 50 %** (fifty percent) of the total cost of **THE ARTWORK**, namely (*variable according to format and the complexity of THE ARTWORK*) _____\$ is payable upon the signing of these presents. **This advance payment is not refundable**, subject to article 10.2.3.
- 5.3.2 **THE TOTALITY** of the remainder of the sum, including all expenses as mentioned in articles 5.2, 5.3, 5.4, 5.5 and article 8.1 of these presents, will have to be paid and payments duly authorized upon completion of **THE ARTWORK** by **THE ARTIST** who is hereby committing to notifying **THE CLIENT** by email as soon as the order is finished. No delivery will be carried out prior to the clearance of all payments.
- 5.4 Any additional expenses incurred as a consequence of a specific request by **THE CLIENT** will be the responsibility of **THE CLIENT**.
- 5.5 Any increase of fees or costs of production required, that were not foreseeable at the conclusion of the agreement and that are not due to the fault of **THE ARTIST** must be paid by **THE CLIENT** within the abovementioned deadlines.
- 5.6 **THE ARTIST** accepts the following payments methods:
- 5.6.1 Electronic transfers of funds via email to francetrudelleartiste.com. This payment method is preferred because it requires no waiting time for postal shipping or payment clearance. **THE ARTIST** will provide adequate instructions to **THE CLIENT**.
- 5.6.2 **CERTIFIED CHECKS OR MONEY ORDERS** which must be issued and payable in Canadian dollars and written to the order of France Trudelle.
- 5.7 All sums due at maturity carry interest at the cumulative rate of **1 % (one percent)** per month, namely **12 % (twelve percent)** annually.

6- PROPERTY RESERVES

THE ARTIST remains the sole owner of **THE ARTWORK** until total payment by **THE CLIENT** of the amounts specified in article 5. **THE CLIENT**, as soon as in possession of **THE ARTWORK**, is responsible for the total or partial loss of said **THE ARTWORK**.

7- RIGHTS CLEARANCE

- 7.1 In the event that **THE CLIENT** provides **THE ARTIST** with pre-existing artworks (photographs, images, etc.) to be incorporated into **THE ARTWORK** described in article 3, **THE CLIENT** hereby claims to have required permissions for copyrights on such works including all authorizations of persons appearing on said material provided to **THE ARTIST**.
- 7.2 Under no circumstances will **THE ARTIST** be held responsible for a failure on **THE CLIENT'S** part in obtaining these authorizations.

8- DELIVERY OF THE ARTWORK

- 8.1 The packing, insurance and delivery expenses are the responsibility of **THE CLIENT**. Whatever the means of transport used (postal or messenger services), **a signature will be required upon delivery**.
- 8.2 Should a delay occur in the delivery of **THE ARTWORK**, **THE ARTIST** shall be obligated to send a written notice to the **CLIENT** explaining the reasons of said delay.
- 8.3 In response to this notice, **THE CLIENT** will have to answer **THE ARTIST** also in writing by giving him a reasonable time to correct the situation.
- 8.4 The final **ARTWORK** shall only be shipped once the **TOTALITY** of the balance due has been paid by **THE CLIENT** and duly authorized for **THE ARTIST**, including all packaging, insurance and shipping costs mentioned in article 8.1.
- 8.5 **THE CLIENT** must accept **THE ARTWORK**, except if it substantially differs from what was agreed, in the absence of what the refusal of delivery will be interpreted like a unilateral cancellation of the contract, **THE CLIENT** then still having to pay the totality of the sums demanded in article 5.
- 8.6 **THE ARTIST** is not obligated to make any corrections other than those necessary in order to insure that **THE ARTWORK** is in conformity, in a general way, with the initial sketch.

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8.7 Corrections requested by **THE CLIENT** other than those mentioned in article 8.6, are entirely the responsibility of **THE CLIENT**. In such a case, any new terms will have to be agreed upon with **THE ARTIST** to determine additional remuneration, time of and costs of realization, as well as date of payment.

8.8 Any modification whatsoever done to **THE ARTWORK** must be authorized **in writing** by **THE ARTIST**.

9- CARE AND MAINTENANCE OF THE ARTWORK

9.1 **THE CLIENT** hereby commits to care and maintain the condition of **THE ARTWORK** by adopting attitudes and actions likely to ensure optimum environment for perennality.

9.2 **THE CLIENT** hereby commits to informing **THE ARTIST** when and if **THE ARTWORK** must be restored so that he can be involved with the project and be able to convey information and/or techniques necessary for the restorer to have a good comprehension of **THE ARTWORK**.

10- CANCELLATION OF THE ORDER

10.1 **THE CLIENT** can cancel the order for a **serious** motive under the following conditions:

10.1.1 The cancellation must be given to **THE ARTIST** by registered mail.

10.1.2 The notice must explain the reasons of said cancellation.

10.1.3 **THE CLIENT** assumes all of the expenses surrounding the production of **THE ARTWORK** as stipulated in article 5, insofar as these expenses are incurred or engaged in any manner by **THE ARTIST** at the time of the reception of the written annulment.

10.1.4 **THE CLIENT** hereby acknowledges that he is aware that the deposit paid upon the signing of these presents is not refundable and will be kept by **THE ARTISTE**, should **THE CLIENT** choose to cancel the contract

10.1.5 In the event where, at the time of receipt of the notice of cancellation, the amount of work invested in **THE ARTWORK** by **THE ARTIST** exceeds the amount of the initial deposit, **THE CLIENT** hereby agrees to pay compensation to **THE ARTIST** through an additional payment to said previously paid deposit. This supplementary remuneration will be proportional to a fixed rate of \$ thirty (thirty dollars) per hour. The amount will be due from the date of cancellation.

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INITIALS : Client _____ Artist _____

10.1.6 **THE ARTIST** remains the single owner of **THE ARTWORK** but must return to **THE CLIENT** original documents that were destined to be used for the project (photographs, images, etc.).

10.2 **THE ARTIST** can cancel the order for a serious motive and under the following conditions:

10.2.1 The cancellation must be given to **THE CLIENT** by registered mail.

10.2.2 The notice must explain the reasons of said cancellation.

10.2.3 **THE ARTIST** hereby commits to returning the advance payment received as well as all original photographs or material submitted for execution of the project. **THE ARTIST** will however retain all materials used or executed up to the date of cancellation. The sums to be reimbursed to **THE CLIENT** will be due upon cancellation.

11- DISPUTE RESOLUTION

11.1 The parts hereby commit to make all possible and reasonable efforts to solve any disagreement relating to the present contract or arising from its interpretation or application by way of mediation in accordance with the procedure described in articles 1 to 7 and in the Book VII of the Code of Civil Procedure of Quebec, as specified in the Law instituting the new Code of Civil Procedure (bill No 28).

11.2 If the parties have not reached an agreement in the sixty (60) days following the appointment of the mediator, one of the parties will be able to resort, if necessary, with the Courts of common right. They thus expressly give up the application of article 37 of the Law on the professional statute of the artists of visual arts, the trades of art and the literature and on their contracts with the diffusers.

12- LAWS AND JUDICIAL DISTRICT

This contract is governed by the laws of Quebec. The parties elect domicile in the legal district of Montreal.

13- SIGNATURES

This contract and its appendices if necessary constitute the entirety of the agreement between the parties. Any modification or any amendment to said contract will have to be evidenced in writing by the parties.

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IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN DUPLICATE IN MONTREAL, THE
_____, 20__

THE ARTIST

France TRUELLE

THE CLIENT

XXXXX XXXXX

INITIALS : Client _____ Artist _____