

Live Wedding Painting Contract

Business: Heidi Fawn Art and Design Co.

heidifawnartanddesign@gmail.com

48 Dogwood Road, LOOKOUT MOUNTAIN, GA, 30750

(423) 708-3365

This contract is between Heidi Fawn Art and Design Co. (the "Business") and Heidi Wilson (the "Client") dated 02/26/2022.

The Client is hiring the Business for the services described in this contract.

Terms

Session Fees/Deposit:

A non-refundable deposit of 50% down & this signed contract are required to reserve your event date. However, the above-stated deposit will be applied to the total cost of your live wedding painting.

The non-refundable deposit is a fee that retains the artist's services for your scheduled event date that the artist has turned down other work for. In the event that the client cancels before 7 days of the event date, the deposit of 50% down can be used as credit towards another artwork by the artist.

The final 50% of the total amount payable is due to the Artist 7 days before the scheduled event.

Recipient initial

Change of Date or Venue:

Heidi Fawn Art and Design Co., LLC must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of the event. Notification of any changes can be made with written notice sent via email for documentation. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of a change of address or contact information as listed, the client must notify Heidi Fawn Art and Design Co., LLC.

Recipient initial

Cancellation or Postponement Policy:

There shall be NO refund of deposit after 48 hours from the signing of this contract. If the event is canceled within three months of the event date, the client shall pay the balance of the contract due to the high probability Heidi Fawn Art and Design Co., LLC will not be able to further book that date. Once a balance is paid, it is NON-REFUNDABLE. Any other arrangements shall be discussed between the client and Heidi Fawn Art and Design Co., LLC. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform Heidi Fawn Art and Design Co., LLC. of the cancellation. In the event that the client cancels before 7 days of the event, the deposit of 50% down can be used as credit towards another artwork by the artist.

Recipient initial

Art Style

My live wedding paintings are whimsical/abstract-realism in technique and process. I do not do photo-realistic wedding paintings. I, as the artist, reserve the right to choose the most appropriate layout for the painting. This MAY or MAY NOT include flower girls, ring bearers, pets, or any other guests outside of the bride, groom, bridesmaids, and groomsmen. I try to incorporate the first two rows of wedding guests into each painting, but cannot make any guarantees. Please view examples of my work before signing this contract.

Recipient initial

Failure to Perform:

Due to the limited and subjective nature of the event, Heidi Fawn Art and Design Co., LLC cannot be held responsible for the painting not being completed resulting from weather conditions, or schedule complications cause by, but not limited to, anyone in or at the event, or by venue restrictions. The artist is not responsible for the loss of opportunities with specific details due to restrictions of venue, or the rendering of decorations of the location. Heidi Fawn Art and Design Co., LLC will do its best to fulfill all requests but can make no guarantees all details are added within the painting.

Recipient initial

Force Majeure:

If Heidi Fawn Art and Design Co., LLC cannot perform this agreement due to a fire, casualty, strike, or other civil disturbances, Acts of God, including but not limited to road closures, severe traffic, fire, terrorism, other causes beyond the control of the parties, or due to the artist's illness, then Heidi Fawn Art and Design Co., LLC shall return any monies paid by the client but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that painting is damaged in processing, lost in the mail, or otherwise lost or damaged without the fault on the part of Heidi Fawn Art and Design Co., LLC

Recipient initial

Model Release:

This contract serves as a model release, giving Heidi Fawn Art and Design Co., LLC the irrevocable right to use the image of the painting in all forms and in all media and in all manners for advertising, trade, promotion, exhibition, or any other lawful purposes.

Recipient initial

Delivery of Products:

The client will receive the final finished painting no later than one month following the wedding date. This does not include any requests by the client for further details or enhancements.

Recipient initial

Entire Agreement:

This agreement contains the entire understanding between Heidi Fawn Art and Design Co., LLC and the Client. It supersedes all prior agreements between parties. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. This constitutes an order for a live painting session with Heidi Fawn Art and Design Co., LLC.

Recipient initial

**THIS CONTRACT TEMPLATE
IS AN EXAMPLE, AND IS NOT
BINDING WHEN PRINTED
OUT AND SIGNED.**