

J. VINCENT DEVINE, ARTIST

5289 Panorama Drive; Cheyenne, WY 82009 Tel: 307-635-2317

Commissioned Portrait Agreement

This commissioned portrait agreement is entered into by

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

(herein referred to as "The Client"). The client hereby commissions J. Vincent Devine, an accomplished portrait artist (herein referred to as "The Artist") to paint draw the agreed portrait image (see attached copy).

The agreed dimensions of the portrait will be at least _____ and

the agreed fee for the creation of this portrait is no less than _____.

50% of this fee is due immediately before the commencement of work on said portrait. The remaining 50% is due at delivery of the commissioned portrait. Additional fees may apply depending on any adjustments to the portrait or reasonable business expenses. This fee does not include applicable sales taxes, matting, framing, shipping, or the artist's travel expenses. Upon delivery and acceptance of the portrait and thereafter the client agrees to hold harmless the artist for any damages which may occur as a result of the display of the portrait in a normal and / or extreme living, worksite, or any public or private environment nor due to the misuse or mistreatment of the work while in the possession of the client.

The artist agrees to put forth a good faith effort to produce a portrait to the client's satisfaction. The artist further agrees to make adjustments to the portrait prior to delivery and acceptance of the portrait by the client. The client has a 60 day satisfaction guaranty wherein he or she may still request adjustments to the portrait. After 60 days any requests for modifications must be negotiated and additional fees can apply.

Although customer satisfaction is vital to the success of the artist's business. Disputes can still arise. If the client is not completely satisfied within the first 60 days after delivery and acceptance. A refund subject to a 30% return fee can be made at the sole discretion of the artist and the portrait will be returned to the possession of the artist.

By signing this agreement I hereby acknowledge I have read and understand the terms of this agreement and that it supersedes any prior agreements whether they be intentional or unintentional, verbal or written. The Client further acknowledges that all of the Artists works, sketches, photos, scans, and images of such items are protected by copyright laws and remain the sole property of J. Vincent Devine, The Artist.

Signature of The Client

_____/_____/_____
Date

Signature of The Artist – J. Vincent Devine

_____/_____/_____
Date