



GypsyHalo Art & Design

Freelance Service Contract

Project Start Date: {date}

Date *



Month Day Year

Artist Time & Square Footage Cost :

Retainer Fee (due now) :

Supply Cost :

Remainder Due at Project Completion :

Total Cost of Project:

Brandy Bennett

817-805-7907

gypsy.co0915@gmail.com

1018 County Road 303

Rainbow Tx. 76077

Client's Name *

First Name

Last Name

Company Name:

Client's Phone Number: *

Email: *

example@example.com

Client's Address:

Street Address

City

State / Province

Postal / Zip Code

This Agreement

is entered into on the date stated above in the 'Date Entered', both Artist and Client agree to uphold this contract, unless otherwise stated or agreed upon.

WHEREAS, the Client desires to hire the artist for agreed upon art work.

NOW, THEREFORE, the Parties to this contract agree as follows:

The Services:

The Artist agrees that they shall render services to the Client as follows

Painting art work as agreed upon. Such as desired project design with room for ideas of the artist, colors & so fourth.

Compensation and Payment:

The Client shall provide payment to the Artist at the amount of 35% the total cost agreed on the date this contract is signed. The initial deposit is a retainer for the artist, this is non refundable. the supply cost paid with deposit, is refundable should the contract be terminated by the artist, within the contracts guidelines.(see termination rules).

1.An estimated amount for the artist's time, project supplies, project completion & any other cost in relation to the project, will be given to the client at the time artwork design has been decided & all areas artwork will be have been seen(in person,or by message).**NOTE:** The Artist's past work is the portfolio,no sample sketches(unless a simple rough draft) will be done without extra payment upfront.

2.After which, a supply list will be gathered by the artist and added into the total cost for project.

3.If the place art work is to be done is more than 65 minutes from artist's address, an additional cost for gas will be added to total cost.

4.Then, the total amount to be paid to the artist after adding supplies and gas(should travel time be more than 65 minutes from artist's address stated in this contract)will be presented to the client & will be stated in this contract.

5.At the time this contract is signed, the client shall send 40% of the total cost for project to the artist via.Cash, Chime, GoPay, Facebook Messenger, Cash app., Stripe, Square, Paypal or GoSite (for credit card payments) for supplies & the artist to be booked for a specified date as stated in this contract.

6.The remainder of the payment will be paid by the client to the artist at the time the art work set for this project is complete, if not prior to completion with agreement set fourth between the two parties..

7.Should the client wish to use the artist for further future projects, it is considered a new project and a new contract must be dated for job start and signed and the 40% retainer plus supply charge will apply.

Any changes in product design, layout, supplies or location are up to the digression of the artist as to if additional fees will be in place. If fees are added for client's requests to change anything within the contract as per original requests, they are due 50% at time of agreed change & 50% at completion. Fees are not refundable, nor are they subtracted from final payment should the client decide to change anything stated above, unless the artist has not yet put work into the pre hand change of design. At that point, the 50% for change due at completion can be waived.

Terms:

This contract shall commence upon start date in this contract, after signing by the parties and shall continue until art work is complete & full payment is made to the artist, unless otherwise terminated by the Artist or Client for discrepancies within the work,or by mutual agreement of the parties herein.

Termination:

In the event that the Client desires to terminate the Services of the Artist hereunder, the Client shall give in writing(text, email, social media messenger) to the artist in not less than 5 days prior to the desired date of the date that project is set to begin in this contract. All monies received by the Artist prior to termination are not refundable to the Client.

In the event that the Artist desires to terminate the job for the Client, the artist shall give notice in writing(text, email,

social media messenger) to the Client in not less than 5 days prior to the date project is to begin in this contract, the amount held from the first half, for the supply cost will be refunded.

If events occur in which neither party gives notice of a termination, but find that the work can't be done, then no one is held responsible to refund money and is then released from the binding of the contract.

Holds on project work due to weather, illness or family emergency from either party, is not considered a breach of contract & project will resume at a time agreed upon by both parties.

Intellectual Property:

The Parties acknowledge that the Artist shall hold all rights proprietary in any work product resulting from the Artist's Services including, but not limited to, copyright and patents. The Artist & Client both hold rights to the art work for purpose of any type of advertisement, social media posts, photos, & publicity via online or public event. The Artist's name & business name shall be given recognition, written within the post for any of the Artist's art work, if the artwork is posted online, social media, newspaper and any where the artwork will be published by the Client.

Indemnification:

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

Additional Information:

The Client agrees to provide anything that may be of use for the project by the Artist if the Client has what the Artist is asking to use. Should these things not be available, it is the client's responsibility to provide them, if needed supplies could risk the safety of the artist should they not have them to work.

Notice:

Any request, modifications, questions, design and placement of discussion, communication about the project, & agreed payment to the Artist by the Client, will be given in writing via phone, text, social media messenger, or email. All communications will be saved and kept available should anything arise between the two parties that needs to be addressed.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

In case of an action or suit filed by any of the parties hereto due to breach or violation of any of the terms and conditions of this Agreement, the parties agree that the aggrieved party shall be paid in sum equivalent to twenty (20%) percentum of the total sums awarded by in no case less than \$20,000.00 as and by way of attorney's fees, plus the cost of suit and collection or litigation expense.

Each of the Parties agree to do everything necessary to ensure terms of this contract take effect.

All terms, conditions & agreements in this contract are recognized and will be held up by both the Artist & the Client.

Upon signing this contract, both parties are bound by this contract & will carry out the agreements and services stated within this contract.

Date signed *



Month Day Year

Signature
