

## ***Life's Echo Client Contract***

Memorandum of Agreement made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between

### **The Client:**

Name:

Address: (street, city, postal/zip, country)

Email:

Phone:

***and***

### **The Company:**

*Ellie Shuster Communications Ltd.*

***Operating as Life's Echo***

Edmonton, Alberta, Canada

Email: ellie @ lifesecho.ca

Phone: 1-780-729-3015

The Client and the Company wish to set out the terms and conditions relating to the production and purchase of an original portrait, hand-sculpted in clay by Life's Echo's professional artist and cast in a concrete medium or cold-cast metal.

The client understands that the portrait is an artist's representation of the subject and not an exact replica of his or her likeness.

### **Agreement to Commission Work:**

1. The Company agrees with the Client, for consideration defined under the terms set out in this agreement, to design, sculpt and cast a portrait of \_\_\_\_\_ with options for its use as described in the **Agreement to Commission Work** and accompanying Product Order Form (**Appendix A**) of this contract.
2. The Client agrees to pay Life's Echo \$\_\_\_\_\_, plus GST, Shipping and Handling charges. Additional charges for extra consultations that result in changes, if requested, will apply.
3. The Client agrees to pay Life's Echo an initial payment of the price of the original portrait to commence the Work. The balance will be paid prior to delivery.
4. Additional portraits of the Subject may be ordered at any time up to 10 years from the date of this contract, at prices which are current at the time of the order.

### **Definitions:**

- a) **Artist** means the professional artist employed by Life's Echo.
- b) **Subject** means the individual whose portrait is to be sculpted.

- c) **Portrait** means an artist's representation of the subject as a finished sculpture, cast in a concrete medium or cold-cast metal, signed by the Artist, and ready to be mounted on a wall, stand or urn, or placed in a glass-fronted niche.
- d) **Keepsake Urn** means a portrait in which a small container is clipped into a cavity at the back and into which cremated remains may be placed by the family or funeral service provider.
- e) **Full Urn** means a portrait which is mounted on a full-sized urn and into which cremated remains may be placed by the family or funeral service provider.
- f) **Work** includes designing, sculpting, moulding, and casting the portrait.

**The Process:**

5. The contract is based on the following process:
  - a) The Client designates *one* person to communicate with and work with the Artist through to project completion. This person will be the sole contact with the Artist unless expressly agreed by both parties. Clear communication between the Client and the Artist is essential for a successful portrait.
  - b) Photos of the Subject are sent by the Client to the Artist via email or DropBox.
  - c) Photos and/or video of the sculpture in progress and/or for approval are sent by the Artist to the Client via email or DropBox.
  - d) Communication is primarily via email, with in-depth conversations via telephone or video-telephony such as Skype or FaceTime.
  - e) The Client submits a minimum of six to eight (6-8) high-quality photos of the Subject via email or DropBox:
    - The Client may choose any era of the Subject's life
    - The Subject can be serious or smiling; a typical expression is preferred
    - Several of the photos must be taken from the front, with others taken from angles capturing both sides of the Subject's face if possible
    - Photos must be clear and crisp, larger than a thumbnail but maximum 2 MB.
    - Individual emails will be no larger than 6 MB
    - Black and white or colour photos are acceptable.
  - f) As the work progresses, the Client is offered *two* (2) opportunities to provide feedback to the Artist who will make revisions to the portrait as requested. The finished work is then presented to the Client to give written approval to allow the portrait to dry and be cast. These two revisions, if required, are included in the cost of the work. Additional revisions may be requested at additional cost.

**The Product:**

- a) The finished portrait will be approximately three-quarters to life-size and of the face only. The portrait for a niche will be approximately six (6) inches.
- b) The portrait will not be a bust, nor will it depict shoulders or clothing such as scarves or collars.
- c) Because of the nature of the material used, the portrait may include head coverings or hats with *small* brims, and glasses will be depicted close to the face.
- d) The Client will choose the colour or metal of the Portrait from among the options presented. Custom colours may be available if requested.
- e) The portrait will be signed, dated and numbered by the Artist.

**Timeline:**

6. The portrait will be shipped approximately twelve (12) weeks from commencement of the work. This schedule depends on timely communication between Artist and Client, number of revisions requested, and the number of copies requested.

**Cost:**

7. The costs for the products are as set out in Appendix A.
8. Shipping and handling are extra. Costs will vary depending on destination and weight.
9. GST and other applicable taxes are extra.
10. Additional charges for third and subsequent consultations that result in changes to the portrait will apply.

**Payment Schedule**

11. The Client agrees to the following Payment Schedule, based on the original portrait:
  - a. Upon signing of contract: the full cost of the original portrait as initial payment to begin work.
  - b. Upon final Client Approval that allows the Work to dry and be cast:
    - i. Final payment to include:
      1. Full urn \$500 (if applicable)
      2. Additional copies at \$695 each for large size, \$525 for niche size
      3. Stands for full or keepsake urns at \$165 each
      4. Shipping, handling and applicable taxes
    - c. Fees for additional revisions requested beyond the two (2) which are included will be due and payable when instructions are received and before additional work begins:
      - i. Each additional revision: \$300
      - ii. Substantive modifications to the portrait: \$1000 followed by additional revisions at \$300 each
12. Payments are made by PayPal, VISA or MasterCard on-line at the time the costs are incurred. No work will be undertaken until payment is received. All payments are non-refundable once the process of sculpting has begun.

**Ownership/Copyright:**

13. Subject to "Client's Right to Terminate Contract", the completed portrait will become and remain the property of the Client.
14. Until final payment is received, the Company owns all rights to the Work.
15. Copyright for the completed portrait is owned by the Client, once final payment is received.

16. The Company will keep the mould for 10 years, during which time additional copies may be requested and purchased at prices current at the time of ordering.
17. The Artist may request permission to use photographs or images relating to the production or completed portrait, casts of the completed portrait and the original photograph(s) upon which the work is based, and testimonials, for promotional purposes.

**Client's Right to Terminate Contract:**

18. The Client may, at any time, by notice in writing, terminate the Work. The company will retain ownership and the amount of any payment it has received through the progress of the Work up until the time it receives notification of termination.
19. If the Work is terminated, by notice in writing, *before* the initial process of sculpting has begun, payment will be refunded.
20. The Client will pay all expenses the Company has legitimately incurred toward completion of the Work that is not already covered by the progress payments received as set out in the Payment Schedule herein.

**Other:**

21. This written contract forms the entire agreement and no other understanding or agreements shall apply unless in writing and signed by both parties.
22. Any exceptions made to this contract by either party do not affect the enforceability of the rest of the contract.
23. This contract is binding upon the purchaser and his/her heirs, executors, successors and assigns.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Ellie Shuster or Funeral Service Provider  
On behalf of Life's Echo

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Representative Name (Print)

*Name and address of Funeral Services Provider (if applicable):*

\_\_\_\_\_  
\_\_\_\_\_

# Product Order Form



<i>Product</i>	<i>Colour</i>	<i>Number</i>	<i>Unit Price</i>	<i>Total</i>
<b>Memorial Portrait</b>				
Original sculpture and casting (full size)			\$2500	
Additional replica (full size)			\$695	
Original sculpture and casting (niche size)			\$1950	
Additional replica (niche size)			\$525	
<b>Keepsake</b>				
Original sculpture and casting, including an embedded keepsake container			\$2500	
Additional replica with embedded container			\$695	
Additional replica for display on the wall (no container)			\$695	
Hand-crafted stand for mantel or shelf			\$165	
<b>Full Urn</b>				
Original sculpture and casting			\$2500	
Hand-crafted urn			\$500	
Additional replica with embedded keepsake container			\$695	
Additional replica for display on the wall (no container)			\$695	
Hand-crafted stand for mantel, shelf or niche*			\$165	
*Plans for use of urn in a niche must be communicated before work begins, as sizes will require adjustment				
<b>SUBTOTAL</b>				
Shipping and Handling**				
GST**				
**To be determined upon completion of order				
<b>TOTAL</b>				
<b>Deposit Received</b>				
<b>Balance Due</b>				

**NOTES:**

- ◆ All prices are in **Canadian Dollars**
- ◆ Work may be **shipped worldwide**
- ◆ Additional revisions are extra
- ◆ Custom colours available for additional charge