



Carson Cooper Spinning Wheels

Commission Contract

Agreement made as of the _____ day of _____, 201 ____,
between Cooper Spinning Wheels_(hereinafter referred to as the “Artist”), and _____
_____ (hereinafter referred to as the “Purchaser”).

Whereas, the Artist is a recognized professional; and Whereas, the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art (“the Work”) in the Artist’s own unique style; and Whereas, the parties wish to have the creation of this work of art governed by the mutual obligations, covenants, and conditions herein; Now, Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree to as follows:

1. The Artist agrees to create the work according to the following description and specifications in the Artist’s own unique style:

Size and Style_____

Options_____

Additional Specifications_____

Total Price_____

Estimated Date of Delivery_____

2. Progress Payments. Upon the Purchaser’s giving written approval of the preliminary design specifications, the Artist agrees to proceed with construction of the Work, and the Purchaser agrees to pay the price of \$_____ for the Work as follows: __50__% of full purchase price upon confirmation of the order and estimate of delivery date, _30_% of full purchase price upon the completion of ____60__% of the construction of the Work, and Full Balance of purchase price to be paid upon the completion of the Work prior to shipment The Purchaser shall pay the applicable sales tax, if any, with the final progress payment. Customer agrees to pay for actual shipping cost, and any additional fees as determined by shipping carrier, by means of COD payment at time of delivery. Completion of the Work is to be determined by the Artist, who shall use the Artist’s professional judgment to deviate from the preliminary design as the Artist in good faith believes necessary to create the Work. If, upon the Artist presenting the Purchaser with written notice of any payment being due, the Purchaser fails to make said payment within two weeks of receipt of notice, interest at the rate of _20_% shall accrue upon the balance due. The Purchaser shall have a right to inspect the Work in progress upon reasonable notice to the Artist. Should notice of Past Due accounts by Certified Mail be required, the cost of postage shall be added to Purchaser’s past due payment total.

3. Date of Delivery. The Artist agrees to complete the Work within 90 days of the estimated due date specified at time of receiving the Purchaser's initial payment. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, theft, strikes, shortages of materials, and acts of God. Time shall not be considered of the essence with respect to the completion of the Work. Purchaser will be notified of any substantial delay in Delivery Date.

4. Shipping Charges: Purchaser agrees to pay all shipping charges and special handling charges if applicable. Upon completion of the Work, it shall be shipped to the following address specified by the Purchaser:

5. Termination. This Agreement may be terminated on the following conditions:

(A) The Purchaser may, upon payment of any progress payment due pursuant to Paragraph 2 or upon payment of an amount agreed in writing by the Artist to represent the pro rata portion of the price in relation to the degree of completion of Work, terminate this Agreement. The Artist hereby agrees to give promptly a good faith estimate of the degree of completion of the Work if requested by the Purchaser to do so.

(B) The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty days late in making any payment due pursuant to Paragraph 2, provided, however, nothing herein shall prevent the Artist bringing suit based on the Purchaser's breach of contract.

(C) The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within 180 days of the completion date in Paragraph 3. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payments made pursuant to Paragraph 2, but shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Work.

(D) The exercise of a right of termination under this Paragraph shall be written and set forth the grounds for termination.

6. Ownership. Title to the Work shall remain in the Artist until the Artist is paid in full. In the event of termination of this Agreement pursuant to Subparagraphs (A), (B), or (C) of Paragraph 5, the Artist shall retain all rights of ownership in the Work and shall have the right to complete, exhibit, and sell the Work if the Artist so chooses.

7. Copyright and Reproduction. The Artist reserves all rights of reproduction and all copyrights in the Work, the preliminary design, and any incidental works made in the creation of the Work. The name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work or any reproductions of the Work.

8. Nonassignability. Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, retain the right to assign monies due to him or her under the terms of this Agreement.

9. Integration. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

10. Waivers. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions thereof.

11. Notices and Changes of Address. All notices shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the Artist and Purchaser at the address first given above unless indicated to the contrary here _____

Each party shall give written notification of any change of address prior to the date of said change.

12. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist (Purchaser's Canceled check for initial deposit shall constitute acceptance of this agreement by Artist, Purchaser must include an original signed printout of this agreement by certified mail with initial deposit check) Signed copy of this agreement will be supplied at your request.

Purchaser _____