



PRINTS GICLEE SHOP

Agreement for Reproduction of a Work of Art

THIS AGREEMENT, made on the _____ day of _____,
in the year _____, by and between _____
(The Artist) and Prints Giclee Shop (Prints Giclee Shop) of 8747 SW 134 St, Miami, FL 33176.

Prints Giclee Shop is maintained and operated by Artspace MAGQ, LLC. DBA: Prints Giclee Shop.

WHEREAS the Artist desires to create Limited Edition Fine-Art Prints (Edition), and WHEREAS, Prints Giclee Shop is in the business of reproducing, Works of Art. NOW, THEREFORE, in consideration of the premises, the factors mentioned, and the mutual promises made, the parties agree as follows:

1. Prints Giclee Shop responsibilities

Prints Giclee Shop agrees to make high-resolution fine art scans and to reproduce the Artist's Work on the terms of this Agreement. Prints Giclee Shop will produce the scans at a reduced rate with the understanding that the artist will create the edition of the scanned works with Prints Giclee Shop. In the event that the Artist decides to use a different printer the Artist agrees to pay for the remaining value of the scan/s made in order to receive the full scan/s on a disk. Upon payment of the remaining value of any scan/s made, Prints Giclee Shop agrees to deliver the full resolution scan/s in DVD/s within 30 days. In the event that Prints Giclee Shop is no longer able to reproduce the Artist's work, Prints Giclee Shop will provide the Artist at no cost all full resolution scan/s in its possession.

2. Color Accuracy

We can **ONLY** guaranty color accuracy if we have the original artwork to work from at the time of proofing and we are **NOT RESPONSIBLE** for un-proofed prints and or prints derived from digital files without a physical proof provided by the customer.

If color accuracy is important to you, then the best way to accomplish this is if we do the scanning ourselves. Because our system is fully color calibrated, i.e. the scanner to the monitor and the monitor to the printer. The calibration only fully works if we start from the beginning.

When the original is not available and we are working from a scan or digital image you have provided we ask that you provide a color proof print so that we may use that as a guide to create our own proofs based on the substrate you have selected.

3. Creation and Title

The Artist agrees to create a limited Edition of fine art prints. The Artist warrants that he is the sole creator of the Edition, that the Artist shall be the owner of unencumbered title in the copyrights for the Edition, and that no other prints shall exist other than those specified in Paragraph 3.

4. Description of the Edition

The Artist shall list the title, medium, size, paper, number of prints, and year printed. The Artist shall list Prints Giclee Shop as the studio where the edition was created.

4. Costs of Creating the Edition

The Artist shall be responsible for all costs related to the creation of the Edition. Including and not limited to all scans of original works, and all reproductions made.

5. Copyright and reproduction

The Artist reserves all reproduction rights, including the right to claim statutory copyright, in the Edition and any work created by the Artist during the process of creating the limited Edition. The artist shall have the right to control any further use of the files and the making of any derivative work based on the Edition. The Artist does grant to Prints Giclee Shop the nonexclusive right to include images of the Edition in promotional materials, including Prints Giclee Shop's website, provided such materials are not for sale.

6. Artistic Control

The Artist shall have artistic control over the creation of the Edition. Solely the Artist shall make all artistic decisions.

7. This Agreement embodies and contains the entire Agreement and understandings of the parties and shall be binding upon their respective heirs, legal representatives, successors and assigns.

8. Each party shall take any steps and execute, acknowledge and deliver any further documents the other may reasonably request to carry out the intent and purpose of this Agreement.

9. This Agreement may not be assigned by Prints Giclee Shop to another person or Company without the prior written consent of the Artist.

10. In any proceeding to enforce any part of this Contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

11. All notices and other communications shall be in writing and shall be deemed to have been given when delivered or mailed first class, postage prepaid, addressed to the party as set out above, or as instrument in writing signed by both parties.

12. This Agreement may be amended, waived, discharged, modified or terminated only by an Instrument in writing signed by both parties.

13. This Agreement is entered into the State of Florida, contains covenants to be performed within the State of Florida and governed by the State of Florida.

IN WITNESS WHEREOF, the parties have signed this Agreement on the _____ day of _____, 20_____.

Artist

Prints Giclee Shop

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