



# Heart Space

ART & POETRY BY YORIKO DARSHAN TAKUI

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## Commission Agreement and Terms of Service

Please fill out and print two copies of this form;  
send one with your deposit check and keep the other for your records.

### COMMISSION AGREEMENT

NAME .....

ADDRESS .....

CITY ..... STATE ..... ZIP .....

TEL ..... FAX .....

E-MAIL .....

PHOTOS: *(circle one)*

Supplied by client\*      Supplied by Darshan photoshoot      Supplied by professional photographer

Name and contact information of professional photographer: .....

ART WORK DESCRIPTION: .....

ART SIZE *(circle one)*    12x16                      16x20                      18x24                      24x32                      OTHER

QUANTITY: .....

The commission fee will be based on the scope of work determined in our conversation about the portrait.

**AGREED-UPON FEE** *(include GST & PST sales tax if British Columbia resident)* \$

**DEPOSIT ENCLOSED** *(50% of fee & tax)* Please make check payable to: *Yoriko Takui* \$

\*Yoriko Darshan Takui will not be responsible for original items like photographs sent in the mail. He will do his best to safeguard your materials, but cannot take responsibility for them. It is recommended that you supply scans or copies of the materials required to produce portrait.

## **Terms of Service between Yoriko Darshan Takui / Heart Space Studios and Client**

### **1. ACCEPTANCE OF TERMS**

Yoriko Darshan Takui provides its services to you, subject to the following Terms of Service. By using the services of Yoriko Darshan Takui ("the Artist"), you agree to be bound by these Terms of Service.

You certify that you are the owner of all material content submitted to the Artist or that you have obtained permission from the copyright owner to use any content, including, but not limited to, photographs, clip art, graphics, or text. You are solely responsible, and assume all copyright liability, for all content you submit.

### **2. COPYRIGHT DISCLAIMER**

You agree to indemnify and hold harmless Yoriko Darshan Takui and its respective representatives, licensees, successors, subsidiaries, affiliates, officers, agents or other partners, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of, content you provide, your use of our services, your connection to the services, your violation of the Terms of Service, or your violation of any rights of another.

### **3. MATERIAL RIGHTS**

By submitting images for digital restoration and by e-mailing Yoriko Darshan Takui, its employees, or authorized agents, you grant the Artist the exclusive right to copy, produce, transmit, modify, display, and edit any communication or images received through use of Yoriko Darshan Takui. This right is limited and excludes all communications that contain copyright, trademark information, images, or materials. You acknowledge that all images, materials, and/or communications submitted to the Artist by you do not violate federal copyright and trademark laws. Yoriko Darshan Takui is under no obligation to use any communications or images that are submitted by you for any purpose.

### **4. LIMITATION OF LIABILITY**

You expressly understand and agree that Yoriko Darshan Takui shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to: damages to, theft of, or loss of the content you provide; and loss of profits, goodwill, use, data, or other intangible losses, resulting from, but not limited to, product defects, accident, misuse, or other circumstances.

### **5. SUPPLIED PHOTOGRAPHS**

Your photo(s) will be returned when the portrait is completed. Permission is given to the Artist to use photograph(s) and/or image(s) of the portrait without subject's name for promotional purposes. All photos taken and developed by the Artist are the sole property of Yoriko Darshan Takui. If photos are supplied by a professional photographer, additional expense will be incurred to account for the photographer's usage fee.

### **6. PAYMENT TERMS**

A deposit of 50% of the above fee is due upon reserving the Artist's time. The remaining balance is due and payable in full at the time the portrait is approved, prior to shipping. A finance charge of 1.5% per month will be charged on any account until fully paid, beginning 30 days after invoice date. If the Artist does not complete the portrait(s), the full deposit will be returned to the client. If the client changes the portrait concept while the Artist is in the process of working, and the Artist can't change it unless he starts a new work, the deposit will be retained by the Artist and no additional payment is due from the client unless a new Agreement is signed for the new commission by the Artist and the client.

### **7. SALES TAX**

Shipments to British Columbia residents will incur 14% sales tax.

### **8. PACKING**

Prices of all goods do not include allowances for special packing/crating/handling, insurance charges and taxation. The client assumes all responsibility for these charges as shown on the invoice.

**9. DELIVERY**

Approximately four to eight weeks from the start of design work or as arranged in advance. Call if you would like to arrange a special delivery day.

**10. EXCLUSIVITY**

You agree that Yoriko Darshan Takui / Heart Space Studios has exclusive rights over usage of the portrait image commissioned by you and may use the portrait image for promotion of Heart Space Studios.

My signature below indicates that I understand and accept the above conditions:

.....  
**CLIENT SIGNATURE**

.....  
**DATE**

.....  
**YORIKO DARSHAN TAKUI SIGNATURE**

.....  
**DATE**