

The Friends of the Sisters Library

Contract and Bill of Sale For Designs and Artwork

Agreement made on the ____ day of _____, 20____, between

_____ of _____
(name) (street address, city, county, state, zip code),

referred to herein as **Artist**, and **The Friends of the Sisters Library**, a corporation organized and existing under the laws of the state of Oregon, with its principal office located at PO Box 1209, Sisters, Deschutes County, Oregon, 97759, referred to herein as **FOSL**.

Whereas, **Artist** has prepared certain designs and artwork more specifically described in **Exhibit A** attached hereto and made a part hereof; and

Whereas, **FOSL** desires to purchase said artwork and designs;

Now, therefore, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Drawings and Designs Furnished Pursuant to this Agreement.

Artist hereby grants and sells to **FOSL** the artwork and designs described in **Exhibit A** attached. **FOSL** reserves the right to use the piece in any kind of advertising, background, or a possible booklet about the art in the Sisters Library. The **Artist** will retain all other copyrights.

or

Said artwork and designs shall forever belong exclusively to **FOSL**, which will have all rights with respect to them, including (without limiting the generality of the foregoing) the right to use, license, sell, or otherwise dispose of the same as it shall see fit, and all video, Internet web sites, radio, television, motion picture, and reprint rights. **FOSL** shall also have the right to copyright any of the drawings, names, designs, or material, or take any other action it shall deem advisable for the purpose of protecting its rights in them.

2. Consideration

The Artwork shall be completed by: _____
(Date)

In consideration of the drawings and designs so furnished and of the other rights given, **FOSL** shall pay Artist the sum of \$_____.

FOSL retains the right to refuse the artwork described in **Exhibit A**, if when delivered it is not as represented in **Exhibit A**, is damaged, in poor condition, or of a quality that is not acceptable to **FOSL** or the Sisters Library.

3. Deposit

A deposit of \$ _____ is accepted on this day _____
(Date)

by the **Artist**. This deposit authorizes the **Artist** to begin the artwork described in **Exhibit A**.
The balance of the consideration owed shall be paid to the **Artist** upon completion of the artwork.

Artist

**FOSL (should be a member of the Art
Committee and of the FOSL board)**

4. Maintenance

FOSL shall be responsible for the proper maintenance of the artwork once purchased. If
necessary, FOSL shall retain the services of someone qualified to clean and/or repair the artwork,
which may or may not be that of the artist.

5. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the
parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator
and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said
dispute. The arbitration shall be governed by the rules of the American Arbitration Association
then in force and effect.

WITNESS our signatures as of the day and date first above stated.

Artist

**FOSL (should be a member of the Art
Committee and of the FOSL board)**