

This MEMORANDUM OF ARGREEMENT made this _____ day of _____ A.D.

BETWEEN : _____

Of _____, in the State/Province _____

(Hereinafter called the CLIENT)

And

Hans Holtkamp, operating as
HOLTKAMP FINE ART BRONZE
of Saskatoon, in the Province of Saskatchewan

Hereinafter called the COMPANY

Where as the client and the company wish to set out the terms and conditions relating to the production and purchase of a certain work of art, more particularly described herin;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT

In consideration of the covenants and agreements herein contained the parties hereto agree with each other as follows:

ARTICILE I : Definitions

Whenever used in this Agreement or in any schedule hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

“Artist” means the person of Hans Holtkamp employed HOLTKAMP Fine Art Bronze

“Sculpture” means the final piece of fine art

“Work” includes designing, fabricating and executing the Sculpture

ARTICLE II : General Covenants

2.0 The Company hereby covenants and agrees with the client for the consideration hereinafter expressed, to design, fabricate and execute the Sculpture, all according to the terms and conditions of this Agreement.

2.1 (a) The company further covenants and agrees to complete the Work on or before – (date) _____.

(b) The company covenants and agrees with and the represents and warrants to the Client that, upon completion of the W, the Sculpture shall be free and clear of all liens, mortgages, pledges, charges, claims and encumbrances whatsoever.

2.2 The Client agrees, in consideration of the full and faithful performance of the several covenants herein contained, to pay the Company in lawful money of the United States and in the manner herein specified, the sum of _____ Dollars, This sum shall be deemed to include and all other costs and expenses incurred by the Company in the performance of the Work.

ARTICLE III

3.1 Basic Responsibilities of Company

The Company agrees to the following terms, and shall in a careful and professional manner perform the following services to the reasonable satisfaction of the Client

- (a) Evaluate the material and the data relevant to the Sculpture provided by the Client. Confer with the Client to further clarify understanding of the Work, and to facilitate the production of the final design. Advise the Client on factors relating to the Sculpture's type, size material or medium, theme or character, structural needs and future maintenance.
- (b) Ensure that all workmanship is of the highest quality properly expressive of the approved design.
- (c) Pay all premiums and insure coverage against all risks of direct physical loss or damage of the Sculpture in a studio, workshop, residence or in transit up until delivery to the client.
- (d) In the event of physical loss or damage to the Sculpture prior to completion, immediately rectify the loss or damage by repair, restoration, replacement or other appropriate means, in diligent manner irrespective of the time of insurance adjustment and at no additional expense to the Client.

3.2 Basic responsibilities of the Client

The Client covenants and agrees with the Company that it will:

- (a) Provide the Company with explanatory instructions, and interpret the instructions, clarify all points of doubt and define all aims and request
- (b) Give prompt consideration to all proposals, submissions, instructions and acceptances and any other information required in order to enable the Company to expeditiously carry out the Work.
- (c) Pay the Company a fee in accordance with Section 2.2 hereof for services rendered hereunder, subject to the apportionment of the fee as follows:
 - (i) On signing this Agreement by the Client and the Company the sum of (30%) _____ to innate the commission
 - (ii) On approval by the Client of the Work completed in clay or plasticine, the sumof (30%) _____.
 - (iii) Upon receipt of the completed Sculpture by the Client, the sum (40%) _____

3.3 Assignment

Neither this agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party. Subject thereto, this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Except for those things which are customarily not done by an artist personally, the Artist shall perform the Work personally.

3.4 The Clients Right to Terminate Contract

The Client may, at any time, by notice in writing terminate the Work. The Company shall retain the amount of any payment it has received pursuant to Section 3.2 (c) hereof at the time it receives notification in writing of such termination, and the ownership of the Sculpture so far as completed shall be that of the Company. The Client shall have further liability to pay expenses that the Company has legitimately incurred towards the completion of the Work that is not already covered by the amounts received by the Company under Section 3.2 (iii).

3.5 Death Or Incapacity of Artist

In the event of the death or incapacitation of the Artist, the Foundry with whom the Company is associated with, may be allowed by the Client to complete the Work according to plan provided that the Work which necessarily must be done by the Artist has been completed. The original completed clay or plasticine Work may be considered sufficient progress to allow the Foundry, with whom the Company is associated, to continue the Work to its completion.. Should the death or incapacitation of the Artist occur before that point, then the Company shall have the right of ownership of the unfinished Sculpture and one half of any sums of money paid by the Client to the Company shall be refunded by the Company to the Client.

3.6 Ownership

Subject to Section 3.4 above, the Sculpture will be come and remain the property of the Client.

3.7 Copyright

Copyright in the Sculpture, that being a portrait or a portrait urn shall be owned by the Client. In all other Sculptures the copyright remains with the Artist.

The Client agrees to allow the Company the right to use any photographs relating to the production, the completed sculpture, the working model to promote and advertise the Company. The Client agrees to display and promote the name of the Artist in any conjunction with the Sculpture.

The CLIENT

Name _____

Address _____

City _____

Country _____

And

HOLTKAMP FINE ART BRONZE

117 Simon Fraser Crescent

Saskatoon, Saskatchewan

Canada

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the day of the year first above written.

Signed, sealed and delivered _____

In the presence of _____

IN WITNESS WHEREOF the party hereto has hereunto set his hand and seal the day and the year above written.

Signed, sealed and delivered _____

In the presence of _____

Witness