

Live Event Painting Agreement

Blaire Brown Art · New Orleans & Houston metro areas · (985) 778-5900 · BlaireBrownArt@gmail.com

Please complete the highlighted fields, initial where indicated, and sign at the end. Type your name in the signature field, or sign with your PDF reader's Sign / Fill & Sign tool.

This Live Event Painting Agreement (the "Agreement") is entered into on _____ between Blaire Brown, doing business as Blaire Brown Art (the "Artist"), based in the New Orleans and Houston metro areas — phone (985) 778-5900, email BlaireBrownArt@gmail.com — and the client named below (the "Client"). The Artist and Client are each a "Party" and together the "Parties."

I. Client & Event Details

CLIENT NAME(S)

CLIENT EMAIL

CLIENT PHONE

MAILING ADDRESS

EVENT TYPE

EVENT DATE

VENUE NAME

VENUE ADDRESS

PAINTING WINDOW START

PAINTING WINDOW END

TOTAL HOURS

ARTIST ARRIVAL / SETUP

POINT OF CONTACT (RECEIVES PAINTING)

POINT OF CONTACT PHONE

The designated point of contact receives the finished painting at the Event, at the end of the painting session (Section 13).

SCENE TO BE PAINTED

2. Services

The Artist will attend the Event and create one (1) original painting live on site during the painting window, on the canvas size selected in Section 3. The painting is created entirely at the Event and is delivered complete at the conclusion of the painting session, as described in Sections 12 and 13.

3. Package & Fees

Select one package. Every package includes all painting materials and travel within the New Orleans metro area.

☐ 18 × 24 in (starting package)	\$2,500
☐ 20 × 24 in	\$2,800
☐ 24 × 24 in	\$3,400
☐ 24 × 36 in	\$4,000
☐ Houston-area event — travel fee added to the package price	+\$750

Events outside the New Orleans and Houston metro areas: travel and lodging quoted separately:

\$.

TOTAL CONTRACT PRICE	DEPOSIT (NON-REFUNDABLE)	BALANCE DUE	BALANCE DUE DATE
<input type="text"/>	\$500	<input type="text"/>	<input type="text"/>

4. Non-Refundable Deposit (Retainer) & Booking

A \$500 NON-REFUNDABLE deposit (retainer) is required to reserve the Event date. The date is not reserved until the Artist receives both this signed Agreement and the \$500 deposit.

The deposit is credited toward the total contract price. Because the Artist turns away other bookings once a date is reserved, the deposit is NON-REFUNDABLE for any reason, except as stated in Section 8 (Artist Cancellation).

Bookings are accepted up to two (2) years in advance of the Event date. The package price stated in this Agreement is locked in for the Event date once the deposit is paid.

CLIENT INITIALS — NON-REFUNDABLE \$500 DEPOSIT

5. Payment Schedule & Late Payment

- Deposit: \$500, due at signing (non-refundable).
- Remaining balance (total contract price minus the \$500 deposit, shown in Section 3): due no later than fourteen (14) days before the Event date, on the balance due date shown in Section 3.
- Accepted payment methods: Venmo (@BlairLBrown) or check. Checks payable to: Blaire Brown Stroemple, unless the Artist tells the Client otherwise in writing.

Late payment: The remaining balance is due fourteen (14) days before the Event. If the balance remains unpaid three (3) days before the Event, the Artist may treat the booking as cancelled by the Client under Section 6 and keep all amounts paid. Returned or reversed payments incur a \$100 fee.

The painting will be handed off at the Event only if the remaining balance has been paid in full.

6. Cancellation by Client

The Client may cancel only by written notice (email is acceptable). The \$500 deposit is forfeited in every case. In addition:

- Six (6) months (180 days) or more before the Event: no fees are owed beyond the \$500 non-refundable deposit, which is forfeited; any other payments made are refunded.
- Less than six (6) months but more than thirty (30) days before the Event: 50% of the remaining balance is owed (or retained if already paid).
- Thirty (30) days or fewer before the Event: the full package price is owed and non-refundable.

A change of venue, guest count, or event plans does not by itself cancel this Agreement.

CLIENT INITIALS — CANCELLATION TERMS

7. Rescheduling

The Client may request to reschedule the Event once, subject to the Artist's availability. The deposit transfers to the new date. If no mutually agreeable date is available, the request is treated as a cancellation under Section 6.

8. Cancellation by Artist or Emergency

If the Artist cannot perform because of illness, injury, family emergency, or other serious circumstance, the Artist will notify the Client as soon as reasonably possible and will, at the Client's choice: (a) arrange a qualified substitute live painter, if one is available and approved by the Client; (b) reschedule to a mutually agreed date; or (c) refund all amounts paid, including the deposit.

This refund or substitution is the Client's sole and exclusive remedy, and the Artist will have no further liability.

9. Force Majeure

Neither Party is liable for failure to perform caused by events beyond its reasonable control, including severe weather, hurricanes, flooding, fire, natural disasters, epidemics, government orders, venue closure, power outages, or travel disruptions ("Force Majeure"). If the Event cannot take place because of Force Majeure, the Client has six (6) months from the cancellation of the original Event date to choose a new date, subject to the Artist's availability; the deposit and any payments transfer to the new date. If no new date is chosen within six (6) months, or rescheduling is not possible, the Artist will retain the \$500 deposit and refund any other amounts paid for services not performed.

10. Event-Day Requirements

The Client will provide, at no cost to the Artist:

- A painting spot near an electrical outlet.
- A comfortable temperature at the painting spot.
- Appropriate covering over the painting spot if it is raining.
- A small table with a tablecloth.

11. Weather & Outdoor Events

Wet paint is sensitive to rain, wind, humidity, and extreme heat. If weather threatens the Artist’s safety or the painting, the Artist may move to the covered area provided under Section 10, pause, or end painting early. The painting will be delivered at the Event as it stands at that time and will not be completed later in the studio. Weather-related changes are not grounds for a refund or price reduction.

12. Artistic License & Live Completion

The Client is hiring the Artist for the Artist’s own style and judgment. The Artist has artistic license over composition, color, style, and level of detail. The Artist does not guarantee an exact likeness of any person, or that any particular guest, moment, or detail will appear in the painting. Dissatisfaction with artistic style or interpretation is not grounds for a refund.

The painting is created and completed live at the Event. Paintings will not be taken to the studio for details to be added, and no finishing work, revisions, or changes are made after the Event. Blaire Brown works with the lighting and impressions that come naturally to her during the live experience of the Event, which cannot be properly reflected in the studio. The painting is complete as delivered at the Event.

The Client may share reference photos or notes about key people or details before the Event, which the Artist may use at her discretion during the live painting session.

REFERENCE NOTES / KEY PEOPLE

CLIENT INITIALS — LIVE COMPLETION, NO STUDIO FINISHING

13. Delivery at the Event, Drying & Handling

The finished painting is delivered to the Client's designated point of contact (named in Section 1) on the date of the Event, at the conclusion of the painting session. If no point of contact is available, the painting may be left with .

At handoff, the Artist will give drying and handling guidance. The painting may still be wet and should be carried flat or upright by its edges, kept away from guests, heat, and moisture, and allowed to dry for two (2) full days before framing, wrapping, or stacking.

After handoff, the Client is solely responsible for transporting, storing, and caring for the painting. Risk of loss or damage passes to the Client at handoff. The Artist is not responsible for smudging, damage, or loss that occurs after handoff.

Optional: varnishing, framing, or shipping are not included and are offered only if both Parties agree in writing to a separate arrangement and fee: . Any such service does not include adding details or making changes to the painting.

CLIENT INITIALS — DELIVERY AT THE EVENT & RISK OF LOSS

14. Ownership, Copyright & Use of Images

Upon full payment, the Client owns the physical painting. The Artist keeps all copyright and reproduction rights in the painting, sketches, and related images.

The Artist may photograph and record the painting, the painting in progress, and the Artist at work during the Event, and may use those images and the painting itself in the Artist's portfolio, website, social media, advertising, marketing, and competitions, without further payment. If the Client has privacy needs, the Client must tell the Artist in writing before the Event, and the Artist will make reasonable efforts to honor them.

The Client may photograph the painting and share it for personal, non-commercial purposes (crediting @BlaireBrownArt is appreciated). The Client may not make prints, products, merchandise, or other commercial reproductions, or license the image to others, without the Artist's prior written permission.

The Client is responsible for letting guests know that live painting and photography will take place at the Event.

CLIENT INITIALS — COPYRIGHT & IMAGE USE

15. Limitation of Liability & Indemnity

To the fullest extent allowed by law, the Artist's total liability under this Agreement is limited to the amount the Client has paid. The Artist is not liable for indirect, incidental, or consequential damages, or for damage to the venue or property except where caused by the Artist's gross negligence or willful misconduct.

The Client is responsible for damage to the Artist's equipment, supplies, or painting caused by the Client, guests, or venue staff, and agrees to indemnify and hold the Artist harmless from claims arising from the Event,

the venue, or guests' conduct.

16. Independent Contractor

The Artist is an independent contractor, not an employee, partner, or agent of the Client or venue. The Artist controls the manner and means of the work and provides her own tools and materials.

17. Governing Law

This Agreement is governed by the laws of the State of Louisiana. Any dispute will be brought in the Louisiana courts of the parish where the Artist resides. The Parties agree to try in good faith to resolve any dispute informally before filing a claim.

18. General Terms

- Entire agreement: This Agreement is the complete agreement between the Parties and replaces all earlier discussions or messages.
- Changes: Any change must be in writing (email is acceptable) and agreed to by both Parties.
- Severability: If any part of this Agreement is found unenforceable, the rest remains in effect.
- Notices: Notices may be given by email to the addresses in this Agreement.
- Signatures: This Agreement may be signed electronically and in counterparts, each of which is an original.

Signatures

By signing, the Parties agree to this Agreement. Type your full name as your signature, or sign with your PDF reader's Sign / Fill & Sign tool.

CLIENT

SIGNATURE (TYPE FULL NAME)

DATE

PRINTED NAME

ARTIST

SIGNATURE (TYPE FULL NAME)

DATE

PRINTED NAME

Blaire Brown, Blaire Brown Art

SAMPLE TEMPLATE — NOT LEGAL ADVICE. This sample agreement is provided for general informational purposes only. Laws differ between Louisiana and Texas and change over time. Have a licensed attorney in your state review and adapt this agreement before using it with clients. Shaded fields are blanks to complete or choose.