

AGREEMENT



This Agreement is entered between the undersigned, Miguel Figueras, DBA Artfinity ("Artfinity") and _____ ("Artist") on _____ (date) in Sarasota, Florida.

General Description (subject to specific provisions below)

Artfinity maintains a website at www.artfinity.com which includes a section on *Artists Portfolios* ("Portfolios"). These Portfolios are set-up by Artfinity for its clients to present their limited-edition giclée prints available for sale. Artfinity will promote its website and Portfolios to art resellers throughout Florida. Artfinity is not a reseller or an Artist's agent and will not participate in any sale transaction. Art negotiations and sales with and to third parties are between the Artist and the third parties.

Artfinity Agrees To:

1. Host and maintain its website and Portfolios with reasonable business care, including periodic data back-ups. However, Artfinity does not warrant accessibility 100% of the time or loss of data. Artfinity's liability for "downtime" is limited to extending the hosting period contracted for by the same length of time as the down time.
2. Set up Artist's Portfolio in a timely manner and with due regards to accuracy. Artfinity's liability for any errors or omissions is limited to correcting the error and/or adding the missing data as soon as practically possible.
3. Promote the Portfolios to Florida art resellers in whatever way it deems appropriate. Artfinity warrants that at least 80% of the Portfolios hosting fees will be utilized to support such promotional activities. The preceding should not be construed as an obligation to present an accounting of fees received or money spent.
4. Artfinity reserves the right to exclude from the Portfolios any image and/or information it deems inappropriate for this website.

Artist Agrees To:

1. Provide only images to which he/she owns the copyright.
2. Include in the Portfolio only images that are available for sale as giclées. Such giclées are to be printed only by Artfinity while this Agreement is in effect.
3. Provide to Artfinity the images and other information in the format specified by Artfinity.
4. List all images in the Portfolio at suggested retail price. (However, Artist is aware that most resellers will expect a discount of up to 50% or more off retail.)
5. Provide timely payment of invoiced set-up and hosting fees as set forth in Artfinity's current price list and/or other literature, including any promotional offers. Failure to pay fees may result in removal of Portfolio.
6. Hold Artfinity harmless for any losses Artist may suffer as a result of any transaction or event relating to the Portfolio.

Agreed to and signed by:

Miguel Figueras, DBA Artfinity

Artist Signature