

AGREEMENT



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

General Description (subject to specific provisions below)

Artfinitly maintains a website at www.artfinitly.com which includes a section on *Artists Portfolios* ("Portfolios"). These Portfolios are set-up by Artfinitly for its clients to present their limited-edition giclée prints available for sale. Artfinitly 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.

Artfinitly Agrees To:

1. Host and maintain its website and Portfolios with reasonable business care, including periodic data back-ups. However, Artfinitly does not warrant accesibility100% of the time nor provides any warranty against loss of data.
2. Set up Artist's Portfolio in a timely manner and with due regards to accuracy. Artfinitly'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. Artfinitly 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 Artfinitly while this Agreement is in effect.
3. Provide to Artfinitly the images and other information in the format specified by Artfinitly.
4. List all images in the Portfolio at suggested retail price. (However, Artist is aware that most resellers will expect a discount of 50% or more off retail.)
5. Provide timely payment of invoiced set-up and hosting fees as set forth in Artfinitly's current price list and/or other literature, including any promotional offers. Failure to pay fees may result in removal of Portfolio.
6. Hold Artfinitly 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 Artfinitly

Artist Signature