

Commission Agreement

This agreement made and entered into this ____ day of _____, 200__ by and between Floating Stone Woodworks (hereinafter "Furniture Maker"), residing at 88 Hatch St, New Bedford, MA. represented by Agent: _____), and _____ (hereinafter "Collector"), residing at _____.

1. **Description:** the Furniture Maker, in consideration of the agreements herein contained, agrees to design and create a _____ (hereinafter "Work" or "Project") and transfers the Work to the Collector for the price of \$_____ the receipt of good and valuable consideration of \$_____ for the design in hereby mutually acknowledged.
 - a. Approximate size of finished Work shall be: _____
 - b. Material: _____ Finish/Color _____
 - c. Collector will be responsible for: _____
 - d. Deposit Amount \$ _____

2. **Catalog Orders:** Scheduling a project requires a 30% deposit. Additional 30% is due at the start of project. Balance is due upon completion (prior to shipping). All sales tax and shipping costs will be paid at this time (COD arrangements may be made).

3. **Design Agreement for Custom Orders:** The Collector agrees to pay Furniture Maker \$_____ for redesigning the Work. Furniture Maker will provide a signed receipt for this payment. Furniture Maker agrees to provide reasonable sketch or maquette of the Work to the Collector. The Collector shall promptly notify Furniture Maker of any proposed changes in design.
 - a. If Collector determines to proceed with creation of the Work pursuant to the design, the first 50% of payment less the design fee will be paid at this time.
 - b. If Collector determines not to proceed with creation of the Work, the Furniture Maker shall retain the design fee, and this agreement shall be terminated.
 - c. It is agreed that all designs are instruments of service and shall remain the property of the Furniture Maker. It is agreed that if consent is granted for commercial use, the Furniture Maker shall be entitled to a minimum of twelve percent of any and all consideration paid or exchanged for such commercial use.
 - d. It is understood and agreed that the Furniture Maker shall only be bound to use his best aesthetic judgment to create the Work according to the style and intent of the design. .

4. **Final Delivery:** The parties agree that final delivery of the Work will be made on or about _____ . The Furniture Maker will make every effort to honor and meet this deadline. It is agreed, however, that this delivery date is an estimate only; that the Furniture Maker shall not be responsible for any general, special or consequential damages for failing to deliver by this date. The Furniture Maker will immediately notify Collector of any delay occurring or anticipated.
- a. Upon completion of the Work the Furniture Maker will give the Collector advance notice of specific date of delivery so that Collector will ready to receive the Work and make the final payment (\$_____). Any sales tax that may be required by law, as well as shipping and handling charges, will be paid at this time (\$_____). Please note that COD arrangements may be made.
 - b. In the event the Furniture Maker is unable to finish the Work within sixty (60) days of the estimated delivery date, or is unable to produce the Work for any reason, the Furniture Maker shall be liable for no special, general or consequential damages but the Furniture Maker shall return all payments received by him , excluding Design fee(s), cost of materials, and samples received by the Collector.
The Furniture Maker shall retain all rights to the concept, design and the Work itself.
 - c. In the event the Collector cannot receive/accept delivery of the Work at the agreed upon date, Collector shall give advance notice to the Furniture Maker. Standard storage fees will apply until the work is scheduled for delivery. This fee may be waived or adjusted depending on the size of the Work and the circumstances.
5. **Termination of Agreement:** If Collector does not find the Work as it progresses fulfilling his expectations or needs and therefore wishes to terminate the agreement, Collector shall immediately notify the Furniture Maker of the termination. The Furniture Maker shall thereupon be entitled to retain all payments, which Furniture Maker has received or was entitled to receive pursuant to his agreement prior to such notification. Further, the Furniture Maker shall retain all rights to the concept, design and Work itself, including the right to complete, exhibit and sell the Work.

6. **Warrantee:** These fine Heirloom Quality pieces are custom made, therefore all sales are final. With regard to workmanship , joinery and finish ,I stand behind the products I make and sell. The majority of my pieces are indoor furniture therefore , unless otherwise specified,(i.e. outdoor furniture) these pieces are intended for normal indoor use at ambient household environments. Should my work fail under these conditions because of workmanship or material, I will make adjustments on a case by case basis .I cannot warrantee the normal splits or checks that occur in solid wood and some customer requested design modifications may be excluded.

By:

_____	_____	_____	_____
Furnituremaker	Date	Collector	Date