

ARTIST WORKSHOP AGREEMENT

This Artist Workshop Agreement constitutes a legally binding agreement made between you, the “Customer”, whether personally or on behalf of an entity (“you”, “your”, or “Customer”) and _____ (“Artist”) at _____.

Customer and Artist may be referred to collectively in this Agreement as the “Parties” or each individually as a “Party.” Both the Customer and the Artist agree to the following conditions:

- 1. Scope of Services.** Artist will provide an artistic workshop experience.
- 2. Cancellation/Refunds.** For customer cancellations please refer to the workshop event page. If the Artist cancels the workshop for any reason not related to Paragraph 5, then the Customer is entitled to receive a one hundred (100%) percent refund. Pursuant to Paragraph 5, if the Artist has not presented the Workshop after a one (1) year, then Customer is entitled to receive a fifty (50%) percent refund.
- 3. Notices.** All notices, updates, and information pertaining to the workshop will be posted on _____ or sent via email to the email address supplied at the time of registration.
- 4. Independent Contractor.** Artist is an independent contractor and is not to be considered an employee of Golden Dragonfly Enterprises, LLC, (dba Golden Dragonfly Academy for Art) Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Customer and Artist.
- 5. Force Majeure.** Artist shall not be deemed in default hereunder if performance of any of its obligations hereunder is delayed or becomes impossible or commercially impractical including but not limited to an act of war, hostile foreign action, nuclear explosion, inclement weather, pandemic or other catastrophic natural event or act of God or reason beyond the Artist’s reasonable control. Upon the happening of any such event, Artist may elect, by notice to you, to suspend its respective obligations under this Agreement for the period of time that the effects of any force majeure event continue. Any such suspension due to a force majeure event affecting Artist shall not exceed one (1) year.
- 6. Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein.
- 7. Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of _____. You agree that this Agreement, as well as any and all claims and disputes arising from this Agreement will be governed by and construed in accordance with the laws of the State of _____. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be invalid or unenforceable, that provision or portion will be enforced to

the maximum extent permissible so as to give effect to the intent of the Agreement, and the remainder of the Agreement will continue to be valid and enforceable in full force and effect.

Customer is required to sign and date this agreement form. I agree to the terms and conditions outlined within this document.

Artist Signature:

Printed:

Date:

Customer Signature:

Printed:

Date: