

## Portrait Adoption Membership Agreement

Please read this agreement carefully. If there are any questions, contact [adoption@ellenmilliongraphics.com](mailto:adoption@ellenmilliongraphics.com).

Print this document, sign and date the bottom, fill out the contact information completely, and mail it to Ellen Million Graphics at PO Box 82851, Fairbanks Alaska 99708 (USA). If you wish a copy for your own records, include two signed and completed copies and an addressed return envelope.

### Membership Information:

- Receipt of this contract by Portrait Adoption activates an artist's membership. The artist will receive login information for the site at the email address listed below.
- It is the responsibility of the artist to keep contact information current. Repeatedly bounced emails for a duration of more than a month will result in membership termination.
- Membership is at-will. The artist may choose to leave Portrait Adoption at any time, and may re-join at any time, unless their membership has been revoked by Portrait Adoption for failure to uphold the rules. However, this contract remains in effect indefinitely, and the artist must uphold the publishing and display agreement outlined below regardless of their membership status.
- Portrait Adoption reserves the right to terminate an artist's membership for failure to follow the rules as stated in this contract and as posted on-line. Changes to on-line rules shall be announced to all artists via email and through the forums.
- The artist understands that he or she may remove a work offered for sale on Portrait Adoption at any time for any reason. Should an event (the sale of the original, etc.) render a work ineligible for Portrait Adoption, the artist is obligated to remove the work from Portrait Adoption as quickly as possible. Once any unsold work is removed from Portrait Adoption, the artist is no longer bound by Portrait Adoption guidelines for that piece and may sell, produce prints, and display images as the artist sees fit.
- It is the artist's obligation to provide signed copies of the adoption paperwork. An artist may not display more pieces than they have provided paperwork for.
- Base pricing is listed in the membership area and may be changed at any point. Artists will be alerted and will have the opportunity to change their asking prices whenever changes to the base pricing occurs. The artist receives the selling price less the base price.
- Payment to the artist occurs after payment has cleared for the adoption if the artist is accepting payment via PayPal, or in 6-month intervals if the artist is accepting payment via personal check. Payment may be taken in credit to any branch of Ellen Million Graphics goods or services.

### Eligible work:

- The artist agrees not to submit any work that has been previously or is currently publicly displayed for viewing, including, but not limited to, their personal website, an online gallery, any other website or in print.
- The artist must be the sole creator of any submitted work. No collaborations.

- The artist must be in possession of the original of a work (for traditional media, the physical paper, board or canvas; for digital media, the original high resolution digital file) for it to be eligible for Portrait Adoption. If the original is sold (previous to or during the time the work is displayed on Portrait Adoption) that work is no longer eligible for Portrait Adoption.

- The artist agrees not to submit any work derived from another artist's work. This includes, but is not limited to, copied work, fanart (work that includes recognizable, published characters, worlds or distinctive characteristics), and work that includes elements of photography or sculpture to which the artist does not hold the copyright (backgrounds, heavily lifted reference, etc.).

### **Selling work:**

- The artist agrees that any work accepted by Portrait Adoption shall be offered for sale exclusively on Portrait Adoption. Work may not be displayed for independent (non-Portrait Adoption) sale at any other additional location or website at the same time it is offered on Portrait Adoption. This includes (but is not limited to) the artist's personal website, a commercial website like eBay or Furbid, or a gathering such as a convention. It may be shown as part of a physical gallery exhibit with the understanding that it is not for sale. It may be shown on a webpage or gallery that may or may not direct interested buyers to Portrait Adoption provided it meets the display restrictions below.

- The artist agrees to never produce or license any prints for sale of a work that has been sold on Portrait Adoption. The print sold on Portrait Adoption shall be a limited, single edition print. No more prints will be created for sale at any time, by the artist or another party. In the event of a web-only sale, no prints will ever be made. The only exception to this rule are sample prints that may be made solely for the artist's personal professional portfolio. These prints must never be given away or sold.

- Should a work be sold on Portrait Adoption, the artist agrees not to offer the original of the work for sale for a period of five years from the Portrait Adoption sale date. The only exception is that the artist may sell the original to the customer who bought the Portrait Adoption package of that work at any time.

- The sale of an original is not in any way a transaction of Portrait Adoption.

- Products other than prints (mousepads, t-shirts, etc) may be sold of Portrait Adoption pieces, however the images used to display the products must conform to displaying specifications listed below.

### **Displaying Work:**

- The artist agrees not to display any clean images of the Portrait Adoption work online, including "detail" or "closeup" images. Any images displayed of the work must be 500 pixels or less on the longest side, be clearly watermarked and designated 'not for personal use' on or very near the picture. Use of the Portrait Adoption created images is strongly encouraged.

- The artist agrees not to give permission for a Portrait Adoption work to be used as a character portrait by someone who is not the purchaser of the Portrait Adoption package.

- The artist grants permission for low resolution images of any work accepted by Portrait Adoption to be used on Portrait Adoption's behalf for website graphics and/or advertisement purposes. Any images used will always be small and low resolution and associated directly with Portrait Adoption. Artist credit will be given if at all possible.

The artist understands that violation of the Portrait Adoption membership agreement may result in his or her works being pulled from the site and/or his or her membership permanently revoked. The artist has carefully read all the rules and understands them. The artist takes sole responsibility for any complaints or repercussions caused by his or her failure to follow the rules.

**I, the artist, verify that I have read and understood the Portrait Adoption Membership Agreement. I agree to follow the rules and conditions listed above. I enter this agreement in good faith.**

Artist's Name:

Artist's Signature:

Date:

Your current email address (up to two; first address listed will be used as primary method of contact):

Check off which method you would prefer to receive payment:

- Via personal check mailed to me every six months.

- Via my Paypal account, which is: \_\_\_\_\_

Your website (optional):

Your physical mailing address: