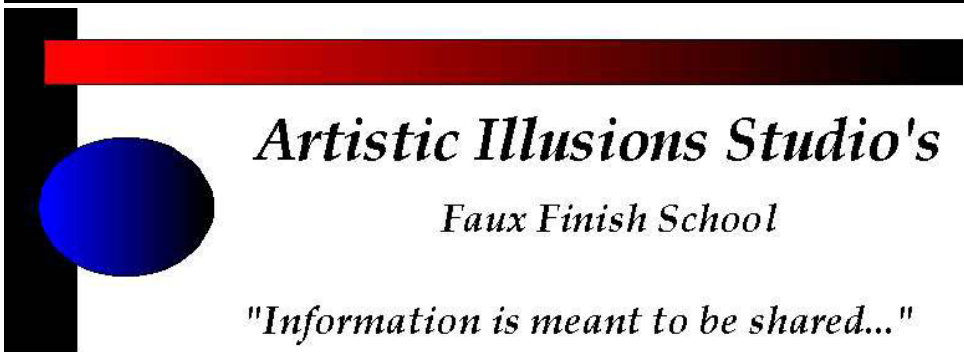




Faux Finish Contract Do's and Don'ts

By Dan and Amanda Folster



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Faux Finish Contract

Do's and Don'ts

By Dan and Amanda Folster



Why Contracts are Vital To Your Success

“Contracts are for criminals.”

Has anyone ever said that to you? Have you ever thought that when signing one? I doubt it.

Written contracts are used when a transaction is an important event, like buying or building a home, buying a car, planning a wedding, and so forth.

When a transaction requires a contract you know the person or company you are dealing with means business!

That is ***EXACTLY*** why we advise our students to get one for their new or existing businesses!

Contracts are not a luxury in any type of business!

It's always a good idea to use a contract when you're serious about your business.

It never ceases to amaze me how many faux finish artists conduct business without a business contract. We have met more than one faux finisher who admits they feel “funny” about having their clients sign a contract.

Those same faux finishers, however, *almost always* have a horror story about a client who didn't pay them on time, *or at all*, and the fight that ensued over the issue.



I would like to share a story with you regarding a business deal we had fall apart...

To make a long story short, our contract plus the fact we were fortunate enough to have submitted a [change order](#) to the builder to cover his disorganized decisions, saved us \$75,000.00!

Do we use a contract? Absolutely!

Do we insist our students use contracts? You bet!

Dan and I discovered early on it made our clients feel very confident in us as professionals when we presented them with our contract because we were established enough to *need* a contract! (We have a mentor in Texas to thank for this one!)

The general line of thinking on the client's part is usually “If they have a contract, they obviously are committed to doing this job correctly-and they aren't going to disappear tomorrow with my deposit money!”

It has also been our experience that potential clients who are leery of signing a contract are the ones who are more apt to try to beat you down on your pricing, or try to get something for nothing.

Keep a close eye on anyone who shies away from putting their “name on the line” in any transaction.





Format: What Does a Contract Look Like?

Contracts can be written in a variety of ways.

Some attorneys prefer to use double columns, some even use three. The contract we have used here is a single column layout. We felt this contract would be a little less intimidating to present until you get used to the idea.

No matter how your contract is laid out, make sure the font is big enough to read easily. Nothing makes a client more nervous than being presented with a contract they can barely read without the aid of a magnifying glass!

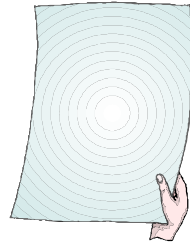
As with most things, just put yourself in your clients' shoes, and then make your choices from that perspective!

Your contract should be formatted in a way that allows it to be faxed, e-mailed or printed out and mailed or presented to your client by hand, *along with the printed proposal*.

Remember to print a copy for yourself as well your client; you keep the signed original to put into the client's file along with the proposal (see [Recordkeeping Made Easy](#)).

Make sure you have all the client's contact information listed on the contract if you choose not to use a proposal.

Include your logo on **all** your official paperwork!



Print your contract on heavy weight paper. We use 28lb paper for ours.

It gives your document a feeling of professionalism and seriousness when you choose heavy paper for your important paperwork!



Always place the paperwork in a sealed envelope when delivering it in person; this is to insure your clients' privacy.

(Another tip I learned from a mentor of ours.)





Content: What Should A Contract Say?

Let me begin this section by saying we recommend you take the contract we have provided as an example in this E-book to a reputable contract attorney in your area. Have him/her “fine tune” it for your business if you decide to use this form of this particular contract.

Look in Artist’s Guild handbooks and business guides for other examples of contracts intended for use by artists. This one is meant as *an example only* to give you and your attorney a guideline for the types of issues and situations you might need to address. For example, these are a few of the most common issues we are asked for advice on:

- ***Time for Payment.*** It’s your responsibility to inform your client as to the amount of time they have to pay you after you have completed your work.

It’s amazing how many artists are timid about asking for that final paycheck-this line in your contract takes care of that for you!

This can be any number of days you choose, ranging anywhere from immediately upon approval of the work, upon receipt of the invoice, to well- whenever you want you money! It’s totally up to you!

- ***Default in Payment.*** This is where you state who pays for the court cost and attorney’s fees if it goes that far. Unfortunately it’s the ugly truth-sometimes a client might bounce a check, or decide they aren’t going to pay you when they said they would, or worse yet, not at all!

Think about it...If they decide they aren't quite happy after you've completed the work and gone home, how will you prove you did what you said you would do at an agreed upon price?

Then you are faced with court costs etc. to get your hard-earned money...what do you do?

This is where a signed contract can really save your bacon!

- **Revisions.** Another situation we get asked for advice on is how to deal with the client who keeps changing their mind during the middle of the work, or when they add “just one more little thing” to the scope of your duties. Two magic words for you:

“CHANGE ORDER”. Make sure you submit a **Change Order** any time there is a change in the plan.

Change Orders keep everyone up to speed concerning the amount of extra time you have put in, and the extra work you have done. **TIME IS MONEY.** This is VERY important, as seemingly small changes here and there can add up to a lot of extra time for you on the jobsite, as well as cost you money for extra supplies!

Don't ever be timid about telling the client you will be happy to make a change they are requesting, but you can't do it for free!

Dan and I spend a lot of time discussing this hot topic with our students in class- and as I said before, a **Change Order** once saved us a lot of money, so we make sure we pass that information along to others!!

-
- ***Return Artwork.*** This section of your contract will address the clients' responsibility to return your sample boards to you in undamaged condition.

Aside from the fact that you should NEVER leave a sample board with a client before they have paid a deposit, it is reasonable to expect the samples to be returned to you in the condition you left them in.

They are, after all, ***your*** boards! Yes, always retain ownership of your boards!

Now, you won't always have to do a specialized sample for a client; eventually you will have that "perfect board" in your presentation portfolio that your potential client just HAS to keep over night to show to the spouse (or whomever) or see in a certain light during a particular time of day.

Get the deposit first, then, expect to see your board in the same condition you left it in!

- ***Cancellation.*** This is a very important topic to cover in your contract. Let's suppose a client has been booked for weeks in advance, and you turn work away because their job is coming up.

Another faux finisher gets that work. That's OK though, because you've got a job that is going to cover your bills for the next 2 weeks...

Two days before you are supposed to start this client's job they call up and say:

- a) "We've change our minds"
 - b) "Oh, by the way the hardwood floor guy is coming tomorrow and says no one can be in the house for a week"
 - c) "My stock just fell, I need my money back."
- Or
- d) (my personal favorite) "My painter says he can do it for half the price and it will look just as good- so we're going to let him try, OK? I need my deposit back so I pay him with that money."

Fine- BUT, you've held their spot in your schedule for weeks, and now you have no work ready to put in that timeslot on such short notice.

Do you give the deposit back and just do without groceries that week?

It's up to you, each situation calls for the appropriate response, but this section of your contract will give you the option to make the choice concerning refunds, and protect you from situations like that if you will let it.

Think about it!

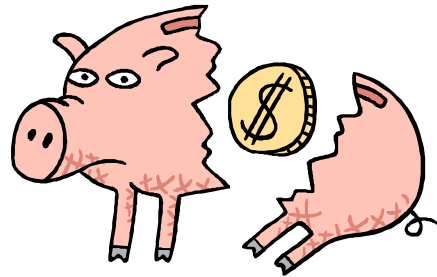
- **Expenses.** At some point, if you aren't careful, you could end up losing some money by allowing little "extras" to sneak into the job you are doing.

Consider the extra quart of glaze to do this little thing, and that charming stenciled effect they want you to add after you're finished with the cabinets in the kitchen.

Expenses continued...

(“Oh, could you be a dear and get that stencil for us?”)
etc, etc.

If you don’t keep up with these little extras they could quickly add up to big expenses!



Of course, sometimes absorbing these extras goes a long way with your client in the “good will” department.

You’ll have to decide for yourself!

-
- ***Credit Lines.*** There is nothing worse than opening a magazine and seeing your beautiful work there in the background of the photo. Furthermore, no one knows you did the work because you weren’t mentioned ANYWHERE!

This is the part of your contract that lays out the guidelines for how the client is to give you name credit in print for any work you have done that gets published.

Sometimes opportunities get missed; make sure you don’t miss the ones you don’t need to!





Presenting Your Contract: How To “Break the Ice”

When you decide on a contract you are comfortable with, make sure you present it well to your clients. By this I mean don't be hesitant about giving it to them.

If you aren't comfortable with the idea, why should they be? Relax, smile, look them in the eye and hand it over like it's an award or something!

Remember to use your contract *every* time you make a business transaction.

You may be wondering at what point to bring up the subject of signing a contract. We always refer to the contract and the proposal after measuring the room or home we are forming the bid for.

We get done with our measurements and ideas for each room, and then tell the client something like:

“Ok, that does it for this step. We'll put pen to paper and draft an official proposal for you, then fax it and a copy of the contract over to you in the morning. After we get the contract signed and the deposit check from you we'll put you on the schedule and start on sample boards. What's your fax number?”

And that's it. No muss, no fuss! Easy! If your client does say "Contract?" don't panic. It's just that some people are caught by surprise when an artist is takes their business to this level.

When we are asked why we use a contract, or "Why do we need to sign a contract, don't you trust me?" we usually say something along the lines of:

"We discovered a long time ago that our clients feel better about having everything in writing. That way you know what to expect from us, and we know what to expect from you. It cuts out any chance of miscommunications... no one needs that, wouldn't you agree?"

Usually by that time they are nodding their heads in agreement.

Occasionally though you get the stubborn husband that says, "I've always done business on a handshake." You smile and assure him ***all*** your clients sign the contract, even the repeat clients-it's just a good company policy.

Assure them it's not personal; it's just the way you do business.

If you are faced with a person who wants you work without signing a contract, steer clear of them; not everyone is honest.

It's better to stand your ground and not get the work than to spend a week in someone's home and have them find an excuse not to pay you.



I only mention this to you because we've "been there, done that", (remember my story about the \$75K?) and we have had students who have been in this situation as well before they came to our school!

Why risk it when you can head this headache off at the pass?

Dan and I decided to include a sample contract in this ebook so you can see for yourself how simple it is to use.

You can even modify this one for your own use-just delete all the red print and type in your own company information. Make sure you save a copy on a disk just in case your computer dies or something!

Also make sure to take this contract to a good contract attorney in your area so he/she can "fine tune" it to your specific needs BEFORE you use it!

I can honestly say all of our clients have been very positive about the use of a contract.

A few have expressed surprise in the beginning, but always at some point after we've begun our work they say some thing to effect of "Yeah, I knew you guys were good at what you do when you pulled out that contract! I've never had that happen with the other faux finishers we've hired."

We just smile and say "That's because we aren't like the others!" You should be able to say that too!



CLOSING THE DEAL: The Next Step

OK! Deep breath...here we go! You've wowed them with your portfolio, measured the room, established the time frame for the work, given them the "heads up" regarding the contract, gotten the fax number, prepared the bid and faxed (or e-mailed) it over...

NOW WHAT?

Don't just sit there; go show your portfolio to someone else and do the same thing again while you're waiting for these clients to get back to you!!

If they don't get back with you that day or the next day, don't jump the gun! Remember not to be pushy! Keep your "game face" on! Give them a couple of days before you touch base with them-sometimes clients need a day or two to sit down and discuss things.

After waiting two days, if you haven't heard from them, call and make sure they received the bid, and ask if they have any questions. Remind them that you can't *guarantee* their spot in your schedule until you receive a deposit *and* the signed contract in the mail from them, (or if you happen to be on their side of town the next day you can pick it up) so you need to know as soon as possible what they want to do.

Remember, don't be pushy; be *busy*. A slight sense of urgency is always a good motivator to get your clients to make their decision in a timely manner.



Don't be too concerned about giving the impression you are very busy if it isn't true yet...it **WILL** be true soon enough, and then you'll be glad you've practiced these scenarios ahead of time!



*You are not just a
"painter"-you are a
FAUX FINISH ARTIST!
Price your work
accordingly...*

IN CONCLUSION....

A contract spells out the ground rules, and lets everyone know what's expected of them!

You have to remember this important fact- most of the "situations" that arise in any business transaction are due to ignorance of what's required of the parties involved.

I promise you most people just don't think far enough ahead to prevent a situation before it comes up.

Your client is not sitting there thinking "*Hmmm...what can I do to mess up the faux artist's schedule?*" but when it comes down to you or the hardwood floor guy getting time in the house, and the floor guy has a contract stating his time requirements.

Who do you think the homeowner will insist on re-scheduling?

I'm also fairly confident in saying your client isn't cooking up ways to make you miss your car payment, *but* if the stock crashes, and the "extra" money is suddenly gone, the luxuries (YOU) are the first thing to go!

"Sorry Mr. or Ms. Artist, I know it's short notice, but I have a car payment I have to make... so I need to cancel the job. When can I have my deposit back?"

And your reply would be...?

I know these are not very pleasant scenarios, and certainly is not our intention to scare you or discourage you from being in business for yourself.

It ***IS*** our intention, however, to give you a ***realistic*** picture of some of the situations you need to be ready for!

An ounce of prevention is definitely worth a pound of cure in the faux finishing business!

Get a contract, use it, and sleep well at night!



Your Company Name

Your company address

Your city, State 12345

Office: (123) 456-7890

Fax: (123) 456-7891

www.yourwebsite.com

Contract Terms:

1. Time for Payment. Payment is due upon receipt of invoice. A 3 1/2% monthly service charge will be billed for late payment. Any advances or partial payments shall be indicated under Payment Schedule on previous page.
2. Default in Payment. The Client shall assume responsibility for all collection and legal fees necessitated by default in payment.
3. Grant of Rights. The grant of reproduction rights is conditioned on receipt of payment.
4. Expenses. The Client shall reimburse the Illustrator for all expenses arising from the assignment.
5. Sales Tax. The client shall be responsible for the payment of sales tax, if any such tax is due.
6. Cancellation. In the event of cancellations or breach by the client, the Illustrator shall retain ownership of all rights of copyright and the original artwork, including sketches and any other preliminary materials. Artist shall also retain any deposit monies paid to hold time in his/her schedule or purchase materials for the agreed upon work.
7. Revisions. Revisions not due to the fault of the Illustrator shall be billed separately.
8. Credit Lines. On any contribution for magazine or book use, the Illustrator shall receive name credit in print. If name credit is to be given with other types of use it must be specified here.

-
9. Return Artwork: Client assumes responsibility for the return of the samples boards in undamaged condition before commencement of agreed upon work.
 10. Unauthorized Use. Client will indemnify Illustrator against all claims and expenses, including attorney's fees arising from uses for which no release was requested in writing or for uses which exceed the authority granted by a release.
 11. Arbitration. Any disputes in excess of \$_____ (maximum limits for small claims court) arising out of this agreement shall be submitted to binding arbitration before the Joint Ethics Committee as a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The client shall pay all arbitration costs, attorney's fees and legal interest on any award or judgment in favor of the Illustrator.
 12. Acceptance of Terms. If the terms of this confirmation are not objected to within ten (10) days of receipt, the terms shall be deemed accepted.

PROPOSAL

01-11-02 ClientName

CONSENTED AND AGREED TO:

AUTHORIZED SIGNATURE

COMPANY NAME

TITLE

DATE

ARTIST SIGNATURE

DATE

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