



# THE PRIDE OF LYONS

## *Portrait Dolls*

*By Artist*

*Patricia Flanagan Lyon*

### ORDER FORM

Date of Order: \_\_\_\_/\_\_\_\_/\_\_\_\_

Purchaser's Name: \_\_\_\_\_  
First MI Last

Purchaser's Address: \_\_\_\_\_

Purchaser's Phone No. (\_\_\_\_) \_\_\_\_\_

Name of Model: \_\_\_\_\_  
First MI Last

Age of Model: \_\_\_\_\_

Name of Parent or Guardian: \_\_\_\_\_  
(Please print) First MI Last

Relationship: \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

#### Description of Order and Pricing.

A. One completed, dressed doll of 21–23" height, artistically sculptured porcelain; soft body of cloth. Price: \$850.00

A 50% non-refundable deposit is due with order form: \$425.00

B. Shipping and Handling: UPS ground

C. Sales Tax (where applicable)

[For other, more flexible payment solutions please contact Patricia.](#)

*Tel. (401) 783-4548 E-mail: [pfl@theprideoflyons.com](mailto:pfl@theprideoflyons.com)*



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### **MODEL'S RELEASES AND WAIVERS**

In consideration of the delivery of a doll as described above, and for other good and valuable consideration herein acknowledged as received, upon the terms herein stated, Model, through his/her Parents/ Guardian grants to Patricia F. Lyon d.b.a. The Pride of Lyons, her legal representatives and assigns, those for whom The Pride of Lyons is acting and those acting with it's authority and permission, the absolute right and permission to copyright and use, reuse, manufacture and sell dolls embodying a likeness of the Model, publish and republish photographic graphic portraits or pictures of such dolls, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the Model's own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at it's studios or elsewhere, and in any and all media now or hereafter known, for art, advertising, trade, or any other purpose whatsoever. Model through his/her Parents/Guardian also consents to the use of any printed matter in conjunction therewith.

Model through his/her Parents/Guardian hereby waives any right that Model may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.

Model through his/her Parents/Guardian hereby releases and discharges Patricia F. Lyon d.b.a. The Pride of Lyons, her successors and the assigns and all persons acting under her permission or authority, from any liability by virtue of any distortion, alteration, optical illusion, use in composite form (intentional or otherwise) that may occur or be produced in the creation of Model's sculpture or mold, or in any process tending toward the completion of the finished product, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

### **INDEMNITY**

Model's Parents/Guardian agrees to indemnify and hold Patricia F. Lyon, d.b.a. The Pride of Lyons, free and harmless from any and all claims, liability, loss, damage or expense, including reasonable attorney's fees, resulting from a claim

by: \_\_\_\_\_ Model's name, against Patricia F. Lyon d.b.a. The Pride of Lyons, arising from matters contained in this agreement or the use of Model's image or the sculpture, mold, doll created in Model's image and the advertising and sale of all dolls created from said sculpture/mold.

### **RHODE ISLAND LAW**

This agreement is a legally enforceable contract under Rhode Island Law.



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### **CANCELLATION OF ORDER**

**BY PURCHASER:** Purchaser will be in default of this agreement if Purchaser cancels this order anytime prior to delivery or fails to pay the balance of the purchase price upon completion of the doll and tendered delivery thereof. In the event of a default by Purchaser if the commissioned work hereunder is incomplete The Pride of Lyons is discharged from any obligation to complete it. The Pride of Lyons shall retain the Deposit as liquidated damages; destroy the sculpture, mold and head of the doll, if created; and salvage for its' sole benefit all other portions of the doll except the head. The parties agree that the liquidated damages are fair compensation to The Pride of Lyons for the artist's time, talent and materials and for artist's inability to reuse the sculpture and mold; it is not in the nature of a penalty.

**BY THE PRIDE OF LYONS:** Performance hereunder by Patricia F. Lyon, d.b.a. The Pride of Lyons, shall be excused for circumstances beyond her control; including, but not limited to, her death, her disability, or her inability to obtain materials due to war, strikes, shortages or acts of God. Purchaser's remedy in these circumstances shall be limited to a refund of the Deposit made hereunder.

### **EXCLUSIVE ORDER**

The parties agree that the doll resembling the model's likeness created under this agreement is an exclusively commissioned work of art and that, unless otherwise agreed by both parties, The Pride of Lyons will produce only one doll of its kind from the sculpture and mold resembling the model's likeness. The parties agree that The Pride of Lyons will destroy the sculpture and mold resembling the model's likeness upon completion and delivery of the completed doll commissioned hereunder or upon the cancellation of the order. Under no circumstances will model, parents/guardian of a minor model, their personal representatives, successors or assigns have any right, title or interest in or to the sculpture or mold created in model's likeness by The Pride of Lyons.

It is necessary to check with the Artist regarding the price of an exclusive doll order.