

# Commission Agreement

Agreement dated \_\_\_\_\_, between Brett Edenton, the Artist,  
and \_\_\_\_\_, the Purchaser(s).

Whereas the Artist is a recognized professional artist; and

Whereas the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art in the Artist's own style; and  
Whereas the parties wish to have the creation of this work of art governed by the mutual obligations, covenants and conditions herein,

Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

- 1. Preliminary Design.** The Artist hereby agrees to create the preliminary design for the Work in the form of studies, sketches or drawings.
- 2. Progress Payments.** Upon the Purchaser's approval of the project based on the aforementioned preliminary design, the artist agrees to proceed with construction of the Work, and the Purchaser agrees to pay the price of one third of the total amount. The Purchaser agrees to pay the remaining two thirds of the total amount upon the completion of the Work. Both payments are non refundable unless the Artist fails to complete the painting within 30 days of the completion date agreed upon in Paragraph 3, in which case the Purchaser can expect a full refund of all deposits paid up to that point.
- 3. Date of Delivery.** The Artist agrees to complete the work within \_\_\_\_\_ of receiving the Purchaser's written approval of the preliminary design. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to acts of nature.
- 4. Studio Visits.** The Purchaser is permitted but not required to view the Work every thirty days.
- 5. Termination.** This Agreement may be terminated on the following conditions:
  - (A) If the Purchaser does not approve the preliminary design pursuant to Paragraph 1.
  - (B) The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than thirty days late in making any payment due pursuant to Paragraph 2.
  - (C) The Purchaser shall have the right to terminate this Agreement and expect a full refund of all deposits paid up to that point if the Artist fails without cause to complete the Work within thirty days of the completion date agreed upon in Paragraph 3.
  - (D) This Agreement shall automatically terminate on the death of the Artist.
- 6. Ownership.** Title to the Work shall remain with the Artist until the Artist is paid in full.
- 7. Copyright.** The Artist reserves all rights of reproduction and all copyrights in the Work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the work or any reproductions thereof. Prior to any reproduction or exhibition of the Works, the Purchaser must obtain the written consent of the Artist. Should the Artist, their heirs, successors, assigns and personal representatives choose to sell the copyrights at any point, the Purchaser, their heirs, successors, assigns and personal representatives must be the first party considered.
- 8. Royalties.** Should the Purchaser reproduce the Works for sale in any way, the Purchaser shall pay the Artist the following royalties: ten percent of retail price on the first five thousand copies sold; twelve and a half percent of retail price on the next five thousand copies sold; and fifteen percent of retail price on all copies sold thereafter.
- 9. Non-Destruction, Alteration and Maintenance.** The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to that the Work is properly maintained.
- 10. Repairs.** All repairs and the restorations which are made during the lifetime of the Artist shall have the Artist's approval.
- 11. Framing.** The Artist agrees to assist the Purchaser in the selection of an appropriate frame for the Work, however the Artist is in no way responsible for any costs associated with the frame or framing process.
- 12. Delivery.** The Artist agrees to ship the Work safely to the Purchaser, however the Artist is in no way responsible for any costs associated with delivery.
- 13. Possession.** The Purchaser agrees that the Artist shall have the right to possession of the Work for a period not to exceed sixty days for the purpose of exhibition of the Work to the public, at no expense to the Purchaser. The Artist shall provide proof of sufficient insurance and prepaid transportation.
- 14. Heirs and Assigns.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives, and references to the Artist and the Purchaser shall include their heirs, successors, assigns and personal representatives.
- 15. Integration.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument of writing signed by both parties.
- 16. Notices and Changes of Address.** All notices shall be sent to the Artist at the following address or email:  
\_\_\_\_\_

and to the Purchaser at the following address or email:  
\_\_\_\_\_

Each party shall give written notification of any change of address prior to the date of said change.

- 17. Governing Law.** This Agreement shall be governed by the laws of the State of Illinois and the Federal Government of the United States of America.

Artist: \_\_\_\_\_

Purchaser: \_\_\_\_\_