Art Commission Contract

| This agreement is made the day of | ,, (year) by and between: |
|---|---|
| Artist's Name "the Artist": | |
| Address: | |
| Phone:E | -mail: |
| and | |
| Patron's Name "the Patron": | |
| Address: | |
| | -mail: |
| The parties agree to the following terms: | |
| 1.The Project: Patron is commissioning a work of | of art created by the Artist. Subject matter will be |
| described herein: | , |
| Frame/gallery wrap: | |
| Substrate Materials: | |
| Paints, etc.: | |
| Approximate Size: | |
| Patron agrees to supply clear, high quality paper (5 photographic images of the subject will be used ex Photos supplied by the Patron will <i>not</i> be returned but, as there are variations in the creative process, | xclusively for the purpose of creating this work. . Final works will have fidelity to the original images, |
| Signature of Authenticity: The Artist has the right work in a permanent fashion. Placement and size t | to put her name and the year of completion on the to be determined. |
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Variations in appearance: All of my work is handmade by me. No two pieces are identical and that's part of the charm of handmade work. Please allow for minor variations in appearance.

Materials: I use Golden Brand paints, mediums, and finishes (UV protectants) for my acrylic paintings. I use Holbein and Windsor and Newton water-soluble oils, mediums for oil paintings. I varnish most of my oil paintings with a satin finish. Applying finishes to paintings protects the surface from light

degradation, dust, and promotes stability of the underlying materials.

Mixed Media and Assemblage: Because many handmade papers, found objects, and experimental materials are used in the production of my works, longevity varies. It must be understood that buying mixed media experimental art does involve risk because of the unknown behavior of the materials. I use the best available adhesives while still trying to remain eco-friendly, and will err on the side of the less toxic bonding materials given a choice. This could result in premature failure of the adhesives or bonding agent. While I haven't had art returned to me for this reason, should this occur please inform me right away and I will repair the piece at no cost to you.

- 2. Progress Reports & Revisions: Artist agrees to furnish the Patron with progress reports during the creation of the work, which can include pictures of the work in progress. The pictures may be digital images and sent by email. A progress report will be sent once a week. No reply will be construed as approval. Up to three (3) minor revisions in the work can be requested by the Patron via email, phone, or a scheduled visit to the studio. Additional minor revisions can be made at an hourly rate of \$55/hour. Revisions should be requested as soon as possible following a progress report. The Artist determines what constitutes a minor versus a major revision. Major revisions will require a renegotiation of the price and possibly the deadline.
- 3. Deadline: Artist will complete the commissioned work(s) on or before: _______, with the final pieces deliverable upon receipt of the final payment installment. Deadlines can be extended at the discretion of the Artist if the Patron requests revisions.
- **4.** Ownership: Upon final payment for the Work, the Patron becomes the legal owner of the Work with all rights and privileges, with the exceptions noted below.
- **5. Non-destruction:** The Patron will not permit any intentional destruction, damage or modification of the work.
- **6. Restoration:** If the Work is damaged the Patron will consult the Artist before any restoration and must give the Artist first opportunity to restore it, if practicable.
- 7. Limit of Liability: The Artist is not responsible for changes in the artwork due to improper framing and/or presentation that results in deterioration or fading. This includes but is not limited to UV degradation, moisture, humidity, molds, infestation, stains, warping, shrinkage, expansion, or any other events that occur once the Patron takes possession of the Artwork.
- 8. Right of Refusal: It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work. However, if, after the work is completed, the Patron does not wish to purchase the work, the Patron has 14 business days from the date of delivery in which he/she may

refuse the created artwork. In that case, the Artist will retain the refused artwork and the nonrefundable deposit, free of any claims or interests of the Patron and the Patron will owe no additional fees to the Artist.

- **9. Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. No work may be reproduces by the Patron without the prior written approval of Artist.
- 10. Exhibition Borrowing: Through mutual agreement between the parties, the Artist shall have the right to borrow the work for exhibition to the public at no expense to the Patron and without fees imposed on the artist by the client upon proof of sufficient insurance and pre-paid transportation costs.
- 11. Payment Amounts: The Artist and Patron will decide the selling price for each artwork in writing prior to the commencement of the artwork. Fees will be based upon size and complexity of completed work and will be consistent with other comparable works by the Artist at the time of sale.
- **12. Payment Terms:** A nonrefundable deposit of one-half (50%)______ of the selling price_____ is required before work commences. *Payment in full is due upon receipt of artwork(s).*
- 13. Attorney's Fees: In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorneys' fees in addition to any available remedy.
- **14. Expiration of agreement:** This contract binds the parties, their heirs and all their successors in interest, and all Patron's obligations are attached to the Work and go with ownership of the Work, all for the life of The Artist and Artist's surviving spouse plus 21 years.

| ADDITIONS, SUBTRACTIONS AND CORRECTIONS: | | | | | | | |
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| IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above. Print & Sign: | | | | | | | | |
|---|------------------|------|-------|-------------------|----------------------|----------------------|--|--|
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| Patron si | gn and print Dat | te | Arti | ist sign and prin | t Date | e | | |
| Artwork # | Medium | Size | Price | Date due | Initial of Patron | Initial of Artist | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
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| 4 | | | | | | | | |
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