

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: _____

Phone: _____ E-mail: _____

The parties agree to the following terms:

1. The Project: Patron is commissioning a work 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 (5x7 and up) photographs of the subject(s). The photographic images of the subject will be used exclusively for the purpose of creating this work. Photos supplied by the Patron will *not* be returned. Final works will have fidelity to the original images, but, as there are variations in the creative process, the client should expect a unique work.

Signature of Authenticity: The Artist has the right to put her name and the year of completion on the Work in a permanent fashion. Placement and size to be determined.

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**

kristen m. watson art studio, LLC
28B Woodlawn Road, Burlington, Vermont 05408
802.578.0300

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above. **Print & Sign:**

Patron sign and print Date_____

Artist sign and print Date_____

Artwork #	Medium	Size	Price	Date due	Initial of Patron	Initial of Artist
1						
2						
3						
4						
5						
6						
7						

\$12/UI OR LINEAR INCH (2018)
+ 6% VT sales tax
+ 1 % local sales tax (if applicable)