

Commission Agreement Between

("Artist") Artist:
Address:
Phone number:

And

("Buyer/Collector"):
Buyer Address:
Email:
Phone number:

1. Purpose

Buyer has asked the artist to create an artwork ("work"), with these:

- Dimensions:
- Working title:
- Size:
- Color:
- Material:
- (maybe add a sketch here or a work that is similar to this)

to be installed at this site:

- Street, City, Country
- (maybe add a photo of the location)

2. Costs

The price of the work is \$

Expenses to create the artwork are covered by the buyer. These are the following and should not exceed the amount listed below.

- Travel expenses (hotel, taxi, food): \$.....
- Assistants to create the work: \$.....
- Materials and labour for preparing and installing the work: \$.....
- Shipping and any storage needed for the work: \$.....

Total expenses: \$.....

the total price of the work is \$..... (“work price”)

3.Payment terms

The payment is split up into three phases.

1. Signing Fee:

Upon signing this contract, the buyer will pay the artist a non-refundable fee of \$ (10% of the work price). This fee will count toward the total work price.

2. Proposal Fee:

Within (30) days after signing this agreement, the artist will create a proposal for the work. This proposal will be submitted as a sketch or photoshop animation to give the buyer an idea of what the work will look like. The buyer may request (3) changes in total to the proposal within 15 days of receiving the most recent proposal. The buyer will be charged for proposals that exceed this number. A proposal is accepted when both parties sign the sketch. The buyer will then pay within 30 days the artist 50% of the work price, which counts toward the total work price.

3. Finish fee:

Within (90/180/360) days after the proposal is signed the artist will deliver the work. The buyer will pay the remaining fee to the artist. The transfer is via wire transfer to this bank account:

- Beneficiary Name & Address
- Bank Name & Address
- IBAN
- BIC
- Account Number
- Routing Number

4. Copyright

The artist owns the copyright to all artworks and images of his/her work. The buyer is granted a licence to use images of the work but not for commercial reasons. The artist owns any drawings, models, digital renderings and similar materials created for making and installing the work.

5. Modifications

The buyer isn't allowed to modify the work, during and after the artist's lifetime without written permission, this includes moving the work. If anyone modifies the work during the artist's lifetime without written permission, the work will no longer be attributable to the artist.

7. Warranties

The artist confirms that he/she:

- Created the works
- Owns the works
- Owns all proprietary rights to it
- Does not infringe a copyright

The buyer confirms that he/she:

- Will release, indemnify, defend, and hold harmless the artist against all claims, demands, losses, and expenses connected in any way to the work. This agreement replaces any earlier agreements between the parties. It may only be modified in writing, signed by both parties. If any part of this agreement are illegal or unenforceable, the rest of the agreement will remain effective. If the parties go to court, the losing party will pay the winning party's reasonable attorneys' fees.

This agreement is governed by the laws of (Country).

Date:

Artist signature:

Buyer signature:
