

Artist Commission Agreement

This contractual and binding agreement for the contract below is written for and between the Artist and the Client, collectively known as the "Parties" and is dated on

| | Artist | | Client | |
|---|---|--|---|--|
| | <i>The name below will be hereinafter be called the "Artist."</i> | | <i>The name below will be hereinafter be called the "Client."</i> | |
| Name <i>(First, Middle and Last Names)</i> | | | | |
| | | | | |
| | | | | |
| Address | | | | |
| | | | | |
| | | | | |
| Phone Number(s) | 1 | | 1 | |
| | 2 | | 2 | |
| Email Address | | | | |

Project Details

The Client is commissioning a _____ created by the Artist.

Subject matter is _____.

The medium will be _____ on _____ and the approximate size will be _____ inches by _____ inches.

The work will be unframed and in the style of the artist. As there are variations in the creative process, the client accepts the artwork will be unique and there subject to reasonable variation.

Timeline

The commissioned artwork shall take _____ weeks to complete. The Client and Artist agrees to the following timeline:

Week 1:

Week 2:

Week 3:

Week 4:

Week 5:

Week 6:

Week 7:

Week 8:

Week 9:

Week 10:

Revisions and Alterations

It is the Client's responsibility to communicate with the Artist regarding scope of work and artwork execution. The Client is entitled to _____ revisions of the final artwork. Any labor-intensive mediums are under the Artist's discretion and may not be offered. Additional request that are not a result of the Artist fault shall be charged to the Client at a rate of \$_____ per hour.

Copyright

The artist shall retain ownership right to the total commissioned artwork as per the common-law copyright to all works commissioned by the client that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. No work may be reproduced by the Client without prior written approval of the Artist.

Payment

The fee is based upon the estimate time it will require, size and complexity of the completed work and the cost of materials. The amount for this commission is:

Total Commission Amount

\$

Deposit

A nonrefundable deposit of % _____ of the selling prices is required before work commences. Payment in full is due upon receipt of artwork.

Deposit Amount

\$

Method of Payment

The selected payment method for services and deposit is (check one) :

cash check credit card bank payment wire transfer other

Compensation

In the case that the Client does not wish to continue with the commission and chooses to terminate this Contract, the Client will be required to compensate the Artist regardless of whether the Artist' commissioned work is completed or not. The Client shall forfeit all deposits and pay a kill fee or \$ _____.

Deadline

The Artist will do the best to deliver the commissioned artwork by or before the Client's deadline of _____. Revision requests may extend the final delivery of the Artwork.

Delivery

The Artist shall deliver the final artwork once the Client pays the outstanding balance. The artwork shall be delivered with reasonable care either in person, via courier or mail. The Client agrees to pay all shipping fees for the artwork before it is shipped for delivery.

By signing below, the Artist confirms that all work provided to the Client shall be original and owned by the Artist until the Artist transfers ownership rights to the Client.

The Artist and the Client acknowledges having read and understood this contract and are satisfied with the terms and conditions contained in this contract.

ARTIST Full Name

ARTIST Signature

Date

CLIENT Full Name

CLIENT Signature

Date