**Custom Art Commission Agreement**

This agreement is made \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, (Month) \_\_\_\_\_\_\_ (Year), between:

**The Artist**

NAME: AMBER HALL

ADDRESS: 4424 LAFAYETTE DR. BISMARCK, ND 58504

PHONE#: (701) 204-1541 EMAIL: AVHALLSTUDIOS@GMAIL.COM

**The Client**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE#: (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Agreement between Artist & Client:**

1. **Artwork**

The Client has commissioned the Artist for the following work of Art:

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medium: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dimensions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Extras: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Artist will create work of art based on the description above. It will be in the style of the artist, but as there are variations in the creative process, the Client accepts the artwork will be unique and therefore, subject to reasonable variation. The Artist agrees to create up to three (3) preparatory sketches from which to obtain Client’s approval before beginning commissioned artwork. These images may be emailed to the client for approval. All sketches are the property of the artist.

1. **Payment Amounts**

The fees are based upon the estimated time it will require to complete, size, complexity of the completed work, and cost of materials. If Client has materials already for the artist the materials cost will be wavered.

Price of artwork: $\_\_\_\_\_\_\_\_\_\_\_ + Sales Tax $\_\_\_\_\_\_\_\_\_ = Total $\_\_\_\_\_\_\_\_\_\_

30% Nonrefundable deposit $\_\_\_\_\_\_\_\_\_\_\_

1. **Payment Terms**

A nonrefundable deposit of thirty percent (30%) of the selling price is required before work commences and is due upon signing this contract. Payment in full is due upon receipt of artwork(s).

1. **Deadlines and Completion**

Upon receipt of the Client’s approval of specifications of the Art. The Artist agrees to complete the work upon the following schedule:

Small art 5”- 10”; 2 weeks to complete

Medium art 10”- 18”; 3 weeks to complete

Large art 18”- larger; 1 month depending on the size or longer

In the event that the Artist can’t deliver the art or the Client can’t pick it up, the Client agrees to pay all necessary shipping expenses.

1. **Right of Refusal**

In the event that the Client does not wish to purchase the commissioned artwork, the Client may refuse. In that case, the Artist will retain the refused artwork and the non-refundable deposit. This is free of any claims or interests of the Client and the Client will not owe any additional fees to the artist.

1. **Returns**

There are no returns once the Client takes possession of the artwork.

1. **Non-Payment; Remedies**

Any delinquent payments due shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month. Client agrees that it shall bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys’ fees and court costs.

1. **Copyright**

Artist reserves the common-law copyright to all works commissioned by client that are created by the artist, including all reproduction rights and the right to claim statutory copyright. No artwork may be reproduced or altered without the written consent of the artist. In the event that the Client wishes sell a whole different item that has the artist’s work on it, the client must have written approval from the artist and share a percentage of sales for royalties of the artists work.

1. **Artist’s Right to Authorship Credit**

Artist may use Work in Artist's portfolio (including, but not limited to, any website that displays Artist's works). When asked, Client must properly identify Artist as the creator of Work. Client does not have a proactive duty to display Artist's name together with Work, but Client may not seek to mislead others that Work was created by anyone other than Artist.

1. **Unauthorized Use by Client, Indemnity**

Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys’ fees and costs, incurred as a result of Client’s unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.

1. **Warranty of Originality**

Illustrator represents and warrants to Client that, to the best of Artist’s knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client’s use of Artist’s product to the extent such use infringes upon the rights of any other person.

1. **Release of liability**

Client agrees that it shall not hold Artist or any agent thereof liable for any damages arising from Artist’s failure to complete the Work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Illustrator or of any third party.

**AGREED TO AND ACCEPTED BY**

**CLIENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**ARTIST**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_

Date