

Fine Art Commission Agreement

Agreement dated as of the _____ day of _____, 20____, between
_____ (the Artist), whose address is _____
and _____ (the Purchaser), whose address is
_____.

Whereas the Artist is recognized professional artist; and whereas the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art ("the Work") in the Artists own unique style; and whereas the parties wish to have the creation of this work of art governed by the mutual obligations, covenants and conditions herein:

Now, therefore, in consideration of the forgoing premises and the mutual covenants herein after set forth other valuable considerations, the parties here to agree as follows:

1. Preliminary Design. The Artist hereby agrees to create the preliminary design for the Work in the form of a study, sketch, drawing, photoshop layout or maquette described as follows: _____

_____ in return for which the Purchaser agrees to pay a fee of \$ _____ upon the signing of this agreement. The Artist agrees to develop the preliminary design according to the following description of the Work by the Artist:

Title: _____

Materials: _____

Dimensions: _____

Description: _____

Price: _____

The Artist shall deliver the preliminary design to the Purchaser within ____ days/ weeks of the date hereof: _____. The Purchaser may within 2 weeks of

receipt of the preliminary design demand changes, and the Artist shall make such changes for a fee of \$_____ per hour; provided, however, that the Artist shall not be obligated to work more than 8 hours making changes.

2. Progress Payments. Upon the Purchaser's giving approval of the preliminary design, the Artist agrees to proceed with construction of the Work, and the Purchaser agrees to pay the price of \$_____ for the Work as follows: One-third upon the giving of written approval of the preliminary design, one-third upon completion of one-third of the Work; and one-third upon completion of the Work. The Purchaser shall also promptly pay the following expenses to be incurred by the Artist in the course of creating the Work:_____. The Purchaser shall pay the applicable sales tax, if any, with the final progress payment. Completion of the Work is to be determined by the Artist, who shall use the Artist's professional judgment to deviate from the preliminary design as the Artist in good faith believes necessary to create the Work. If, upon the Artist presenting the Purchaser with written notice of a payment being due, the Purchaser fails to make said payment within two weeks of receipt, interest at the prime interest rate for banks in _____ shall accrue upon due balance due. The Purchaser shall have a right to inspect the Work in progress upon reasonable notice to the Artist.

3. Date of Delivery. The Artist agrees to complete the Work within _____ days / weeks / months /years of receiving the Purchaser's written approval of the preliminary design. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, theft, strikes, shortages of material and acts of God. Time shall not be considered of the essence with respect to the completion of the Work.

4. Insurance, Shipping and Installations. The Artist agrees to keep the Work fully insured against fire and theft and bear any other risk of loss until delivered to the Purchaser. In the event of loss caused by fire or theft, the Artist shall use the insurance proceeds to recommence the making of the Work. Upon the completion of the Work, it shall be shipped at the expense of _____ to the following address specified by the Purchaser: _____ . If any

special installation is necessary, the Artist shall assist in said installation as follows: _____.

5. Termination. This agreement may be terminated in the following conditions:

- (A) If the Purchaser does not approve the preliminary design pursuant to paragraph 1, the Artist shall keep all payments made and this agreement shall terminate.
- (B) The Purchaser may upon payment to any progresses due pursuant to Paragraph 2 or upon payment _____ of an amount agreed in writing by the Artist to represent the pro rata portion of the price in relation to the degree of the completion of Work, terminate this agreement. The Artist hereby agrees to give promptly a good faith estimate of the degree of completion of the Work if requested by the Purchaser to do so.
- (C) The Artist shall have the right to terminate the Agreement in the event the Purchaser is more than sixty (60) days late in making any payment due pursuant to Paragraph 2, provided however; nothing herein shall prevent the Artist bringing suit based on the Purchaser's breach of contract.
- (D) The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within (90) days of the completion date in Paragraph 3. In the event of termination pursuant to Paragraph 3, the illness of the Artist causes a delay of more than six months in the completion date or if events beyond the Artists control cause delay of more than one year in the completion date provided, however, that the Artist shall retain all payments made pursuant to Paragraph 2, but shall not be liable for any additional expenses, damages or claim of any kind based on the failure to complete the Work.
- (E) The Purchaser shall have a right to terminate this agreement if, pursuant to Paragraph 3, the illness of the Artist causes a delay of more than six months in the completion date or if events beyond the Artists control cause delay of more than one year in the completion date, provided, however, that the Artist shall retain all payments made pursuant to Paragraph 1 and 2.
- (F) This Agreement shall automatically terminate on the death of the Artist, however that the Artist's estate shall retain all payments made pursuant to Paragraphs 1 and 2.

(G) The exercise of a right of termination under this Paragraph shall be written and set forth the grounds for termination.

6. Ownership. Title to the Work shall remain in the Artist until the Artist is paid in full. In the event of termination of this Agreement pursuant to Sub Paragraph (A), (B), (C) or (D) of Paragraph 5, the Artist shall retain all rights of ownership in the Work and shall have the right to complete, exhibit and sell the Work if the Artist so chooses. In the event of termination of this Agreement pursuant to Paragraph 5 (E) or (F), the Purchaser shall own the Work in whatever degree of completion and shall have the right to complete, exhibit and sell the Work if the Purchaser chooses. Notwithstanding anything to the contrary herein, the Artist shall retain all rights of ownership and have returned to the Artist the preliminary design, all incidental works made in the creation of the Work, and all copies and reproductions thereof and of the Work itself, provided, however, that in the event of termination pursuant to Paragraph 5 (E) or (F) the Purchaser shall have a right to keep copies of the preliminary design for the sole purpose of completing the Work.

7. Copyright. The Artist retains the copyright of the above mentioned artwork (paragraph 1). The Artist reserves all right of reproduction copyrights in the work. One preliminary design and any incidental works made in the creation of the work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work or any reproductions thereof.

8. Privacy. The Purchaser gives to the Artist permission to use the purchaser's names, picture, portrait and photograph, in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of the Purchaser's right of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Work, the preliminary design, or any incidental works made in the creation of the Work.

9. Non-destruction, Alteration and Maintenance. The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by

the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artists written consent. The Purchaser agrees to see that the Work is properly maintained.

10. Repairs. All repairs and restorations which are made are made during the life time of the Artist shall have the Artists approval. To the extent practical the Artist shall be given the opportunity to accomplish said repairs and restoration at a reasonable fee.

11. Possession. The purchaser agrees that the Artist shall have the right to possession of the Work for a period not to exceed sixty (60) days for the purpose of exhibition of the Work to the public, at no expenses to the Purchaser. The Artist shall provide proof of sufficient insurance and pre paid transportation. The Artist shall have such right of possession for one period not to exceed sixty (60) days every 5 years.

12. Non-Assign ability. Neither party hereto shall have the right to assign this Agreement without the prior consent of the other party. The Artist shall however, retain the right to assign monies due to the Artist under the terms of the Agreement.

13. Heirs and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and, the Purchaser shall include their heirs, successors, assigns, and personal representatives.

14. Integration. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

15. Waivers. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

16. Notes and changes of addresses. All notices shall be sent to the Artist at the following address: 10229 Ashwood St. #5 ; Lakeside, CA 92040, and the Purchaser at the following address:

_. Each party shall give written notification of any change of address prior to the date of said changes.

17. Governing law. This Agreement shall be governed by the laws of the State of _____.

Artist: _____ Date: _____

(Signature)

Purchaser: _____ Date: _____

(Signature)