

CONTRACT FOR COMMISSIONED ARTWORK

Title: **TBD**

Dimensions:

Media:

Year:

This agreement is made the _____ (year) by and between:

Name: _____

Address: _____

Phone: +00_____ E-mail: _____

and

Name: _____ (Collector)

Address: _____

Phone: _____ E-mail: _____

The parties agree as follows:

1. THE PROJECT: Collector is commissioning _____ to be created by the Artist. If desired a photo of the completed project will be shown to the Collector for approval before the painting is delivered. Deadlines will be honored by the Artist but the Artist can give no guarantee that that deadline will be met.

2. RIGHT OF REFUSAL: It is the intent of this contract that the Artist create an artwork(s) for the Collector that the Collector will purchase. However, if, after the work is completed, the Collector does not wish to purchase the artwork, the Collector may refuse. In that case, the Artist will retain the refused artwork and the nonrefundable deposit, free of any claims or interests of the Collector and the Collector will owe no additional fees to the Artist.

3. COPYRIGHT: Artist reserves the common-law copyright to all works commissioned by Collector that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. No work may be reproduced by the Collector without the prior written approval of the Artist.

4. PAYMENT TERMS: A nonrefundable deposit of one-half of the selling price is required before work commences. Payment in full is due upon completion and delivery of the artwork(s).

5. FUTURE RESPONSIBILITY: The Artist is not responsible for changes in the artwork due to climate, humidity, moisture, molds, infestation, stains, warping, shrinkage, expansion, corrosion or any other events that occur to artwork(s) over time.

6. PAYMENT: This contract goes into effect upon the Artist receiving _____, half of the final cost of the artwork(s). (2.) The remaining sales price of _____ shall be paid to the Artist upon completion and delivery of the work.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist _____

Collector _____