

## Commission Agreement

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) by and between:

Name: \_\_\_\_\_ (Artist)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

and

Name: \_\_\_\_\_ (Collector)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

The parties agree as follows:

1. **The Project:** Collector is commissioning a series of oil paintings created by the Artist. Subject matter is figurative art following the progress of Collector's pregnancy, possibly including artwork of family after the birth of the baby. Artist will create as many paintings as the Collector wishes to sit for and scheduling allows.
2. **Right of Refusal:** It is the intent of this contract that the Artist create artworks for the Collector that the Collector will purchase. However, if, after the work is completed, the Collector does not wish to purchase any or all of the work, the Collector may refuse, on an individual basis, each created artwork. 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. A refusal will not affect the purchase price of other created artworks in this project.
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 Collector without the prior written approval of Artist.
4. **Payment Amounts:** Fees/selling price will be decided by the parties per individual artwork, with a minimum of \$300 each painting. Fee will be based upon canvas size and complexity of completed work and will be consistent with other comparable works by Artist at the time of sale. Parties will agree to price in writing prior to the commencement of each artwork. Painting sizes will be mutually determined by the Artist and Collector.
5. **Payment Terms:** A nonrefundable deposit of one-third of the selling price is required before work commences. Payment in full is due upon receipt of artwork(s).
6. **Progress Reports:** Artist agrees to furnish the Purchaser with progress reports during the creation of the work, which can include pictures of the work in progress. The pictures may be digital images and sent by email. A progress report will be sent upon request by the purchaser, but no more frequently than once a week.
7. **Ownership:** Upon final payment for the Work, the Purchaser becomes the legal owner of the Work with all rights and privileges, with the exceptions noted below.
8. **Reproduction Rights:** Artist retains all copyright rights and rights to reproduce the Work in all forms.

9. **Non-Destruction:** Purchaser will not permit any intentional destruction, damage or modification of the work.
10. **Restoration:** If the Work is damaged Purchaser will consult Artist before any restoration and must give Artist first opportunity to restore it, if practicable.
11. **Future Responsibility:** The Artist is not responsible for changes in the painting/drawing due to climate, humidity, moisture, molds, infestation, stains, warping, shrinkage, expansion, corrosion or any other events that occur to painting/drawing over time.
12. **Attorney's Fees:** In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorneys' fees in addition to any available remedy.

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

_____	_____
— Artist	— Collector

Artwork #	Medium	Size	Price	Date	Initial of Collector	& Artist
_____	_____	_____	_____	_____	_____	_____
—	—					
_____	_____	_____	_____	_____	_____	_____
—	—					
_____	_____	_____	_____	_____	_____	_____
—	—					
_____	_____	_____	_____	_____	_____	_____
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