

# ARTWORK COMMISSION AGREEMENT

This Commission Agreement (hereinafter referred to as the "Agreement") is by and between

\_\_\_\_\_  
[Client's Full Name/Organization Name] (hereinafter referred to as the "Client"), located at

\_\_\_\_\_ [Client's Address and E-mail] and

\_\_\_\_\_ [Artist's Full Name] (hereinafter

referred to as "Artist"), located at \_\_\_\_\_

\_\_\_\_\_ [Artist's Address and Email]. This Agreement is

entered into on \_\_\_\_\_ [Date]. The purpose of this Agreement is to establish

the terms under which the Artist shall create and deliver a commissioned work of art.

## DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- "Commission": The request for a specific piece of art that the Artist agrees to create for the Client as detailed in this Agreement.
- "Delivery Date": The agreed-upon date by which the final Artwork will be completed and delivered to the Client.
- "Intellectual Property Rights": All rights, title, and interest in and to the Artwork, including all copyrights, patents, trademarks, trade secrets, and other proprietary rights.

## 1. SCOPE OF WORK

### 1.1 Description of Artwork

The Artist agrees to create the following Artwork for the Client (hereinafter referred to as the "Artwork"):

Title: \_\_\_\_\_

Medium and Substrate: \_\_\_\_\_

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

Style: \_\_\_\_\_

Genre: \_\_\_\_\_

## 1.2 Modifications

The Artist shall provide the Client with preliminary sketches or concepts for approval before proceeding with the final Artwork. The Client is entitled to request up to 2 [two] rounds of revisions at no additional cost. Additional revisions beyond the specified number shall incur additional fees as mutually agreed upon in writing. Any substantial changes to the project scope may require a renegotiation of the terms of this Agreement, including but not limited to the compensation and timeline provisions.

## 2. COMPENSATION

### 2.1 Total Fee

The Client agrees to pay the Artist a total fee of \$\_\_\_\_\_ [amount] for the creation and delivery of the Artwork as specified in Section 1.

### 2.2 Payment Schedule

The total fee shall be paid according to the following schedule:

- a. Initial Deposit: \$\_\_\_\_\_ [amount] (50% of total fee) due upon the execution of this Agreement.
- b. Progress Payment: \$\_\_\_\_\_ [amount] (25% of total fee) due upon \_\_\_\_\_ [milestone].
- c. Final Payment: \$\_\_\_\_\_ [amount] (25% of total fee) due upon completion before the artwork is shipped.

All payments shall be made by credit card or bank transfer to the Artist. Late payments shall accrue interest at a rate of \_\_\_\_% per month on the outstanding balance.

## 3. TIMELINE

### 3.1 Project Schedule

The parties agree to the following timeline for the creation and delivery of the Artwork:

- a. Initial Concept Approval: \_\_\_\_\_ [date]
- b. Progress Review: \_\_\_\_\_ [date]
- c. Final Delivery: \_\_\_\_\_ [date]

### 3.2 Delays

In the event that the Artist anticipates a delay in meeting any of the deadlines specified in Section 3.1, the Artist shall promptly notify the Client in writing, explaining the reason for the delay and providing a revised estimated completion date. Similarly, if the Client causes a delay by failing to provide necessary feedback or approvals within \_\_\_\_ days of request, the delivery timeline shall be extended accordingly. Force majeure events beyond the control of either party shall also justify extensions of the timeline, subject to mutual agreement.

## 4. RIGHTS AND OWNERSHIP

### 4.1 Copyright

The Artist shall retain all copyrights and other intellectual property rights in and to the Artwork, including all preliminary sketches, drafts, and concepts created in connection with this Agreement, unless otherwise explicitly agreed upon in writing. Upon receipt of full payment, the Artist shall grant the Client the following rights with respect to the Artwork:

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[specify rights being transferred or licensed].

### 4.2 Usage Rights

Upon receipt of full payment, the Client shall have the following non-exclusive rights to use the Artwork:

- a. Display Rights: \_\_\_\_\_ [specify]
- b. Reproduction Rights: \_\_\_\_\_ [specify]
- c. Commercial Use: \_\_\_\_\_ [specify]

Any use of the Artwork beyond the scope specified above shall require additional written permission from the Artist and may be subject to additional fees. The Client agrees to attribute the Artwork to the Artist in any public display or reproduction as follows: "© [Year] [Artist's Name]" unless otherwise agreed upon in writing.

## 5. WARRANTIES AND REPRESENTATIONS

### 5.1 Artist's Warranties

The Artist warrants and represents that:

- a. The Artwork will be the original creation of the Artist;
- b. The Client has the full right and authority to enter into this Agreement;
- c. The Client will not use the Artwork in any manner that would infringe upon the rights of any third party;
- d. The Client will not make any unauthorized reproductions or modifications of the Artwork.

## **6. TERMINATION**

### **6.1 Conditions for Termination**

This Agreement may be terminated under the following circumstances:

- a. By mutual written agreement of both parties;
- b. By the Client, if the Artist materially breaches this Agreement and fails to remedy such breach within \_\_\_\_ days of receiving written notice;
- c. By the Artist, if the Client fails to make any payment when due and does not cure such failure within \_\_\_\_ days of receiving written notice;
- d. By either party in the event of force majeure circumstances that persist for more than \_\_\_\_ days.

### **6.2 Consequences of Termination**

In the event of termination:

- a. If terminated by the Client without cause, the Client shall pay the Artist for all work completed up to the date of termination, plus a cancellation fee of \_\_\_\_% of the remaining balance;
- b. If terminated due to the Artist's breach, the Artist shall refund any unearned portion of payments received, less costs incurred;
- c. If terminated due to the Client's breach, the Artist shall retain all payments received and may pursue legal remedies for the unpaid balance;
- d. All intellectual property rights shall remain with the Artist unless otherwise specified in this Agreement.

## **7. MISCELLANEOUS**

### **7.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of \_\_\_\_\_ [jurisdiction], without giving effect to any choice of law or conflict of law provisions.

### **7.2 Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall first be subject to mediation in \_\_\_\_\_ [location]. If mediation is unsuccessful, the parties agree to submit to binding arbitration in accordance with the rules of \_\_\_\_\_ [arbitration authority]. The prevailing party in any dispute shall be entitled to recover reasonable attorneys' fees and costs.

### **7.3 Amendments**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, or negotiations. This Agreement may only be modified by a written instrument executed by both parties.

### **7.4 Assignment**

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld.

### **7.5 Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective when delivered via e-mail, or when sent by certified or registered mail, return receipt requested, to the addresses set forth in the preamble of this Agreement, or to such other address as either party may specify in writing.

### **7.6 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**7.7 Relationship of Parties**

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. The Artist shall at all times be an independent contractor with respect to the Client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CLIENT:**

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

**ARTIST:**

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_