

Anna Dolly, Artist
Artwork Commission Agreement

This agreement, entered this day _____ between Anna Dolly and _____, shall govern the respective rights of Artist and Client with respect to the artwork described herein.

1) Scope of Work Commissioned

Artist and Client expressly agree that the artwork created by Artist pursuant to Client's specifications shall be limited to, unless modified in a writing signed by both parties, the following artwork:

- a) Rough sketch
- b) Two (2) changes, if needed, as requested by Client, prior to application of color
- c) Progress updates, if Client desires
- d) Completed portrait, shipped insured to Client
- e) Artist agrees that the Artwork shall be of professional quality, produced in the context agreed upon as provided by Client by way of reference photos and consistent with the Artist's established style as evidenced by examples on Artist website. Client assures that she/he owns the reference photo(s) and has explicit rights or permission to utilize any and all submitted photos for this specific purpose.

2) Deadlines and Completion

Upon receipt of Client's specifications pursuant to Section 1, which Client agrees are true and complete at the time of execution of this Agreement, Artist agrees to complete the Artwork within a reasonable time frame, typically within two to three weeks of acceptance of rough sketch and once all requested changes have been approved. In the event of a wait list, Client will be notified up front of approximate schedule and payment is due once the Artist is prepared to begin the Artwork.

3) Rights to Artwork

Artist retains copyright privileges to completed artwork

4) Compensation

Client shall pay Artist a fee of \$ _____ USD as total compensation for the project described above. Payment shall be made as follows:

- a) 50% as non-refundable booking, labor, and materials fee
- b) 50% at the completion of Artwork, prior to shipment

Additional fees will be charged for revisions beyond the two (2) agreed upon changes

5) Shipping & Insurance

Client is responsible for covering the cost of shipping and insurance. Artist is to provide an estimate. This shall be paid prior to Artist shipping the Artwork to Client.

6) Copyright Infringement

Client verifies that photographs submitted for reference are photographs that they have personally taken or have explicit permission to use for this purpose.

Professional photographs will not be accepted, due to copyright protections.

7) Termination Fee

Client may terminate this agreement at any time by sending written notice thereof to the Artist at the address provided herein. Upon such termination, the Client agrees to compensate the artist as follows:

a) Partial Completion- if the Artist has partially completed the work, Client agrees to compensate Artist at 10% of the total compensation as an addition to the initial 50% fee. Artist shall retain the physical artwork, sketches, and copyrights to this Artwork.

b) Full Completion- if Artist has completed the artwork at the time of cancellation, Client agrees to compensate the Artist in full as otherwise provided in this agreement.

8) Non-Payment

Any delinquent payments 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 to bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorney's fees and court costs.

9) Artist's Right to Authorship Credit

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

10) Severability

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a

complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity will not affect the remainder of this Agreement, which shall remain in full force and effect.

11) Unauthorized use by Client

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

12) Warranty of Originality

Artist represents and warrants to the Client that, to the best of Artist's knowledge and belief, the Artwork 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 Artwork 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 Artwork to the extent that such infringes upon the rights of any other person.

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

The above terms are agreed to and accepted by:

Client
Name _____
Signature _____
Date _____

Artist
Name _____
Signature _____
Date _____