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Pederzani.Law

There are many factors including variables in local law that can impact your agreement’s needs. A lawyer skilled in legal practice pertaining to the arts should review any contracts before signing. You can use this contract as a starting point for drafting an agreement for a commission, but do not rely on this contract in its present form and do not sign it until you have had legal counsel licensed in your location look at it and suggest alterations or changes.

**SAMPLE ARTIST’S
ART COMMISSION AGREEMENT**

This Art Commission Agreement (“Agreement”) is entered into between the below signed Parties hereto, effective the date of signing (“Effective Date”), who agree as follows in consideration of the mutual promises contained herein.

I. Parties

	(“Artist”)		(“Client”)
Name	_____	Name	_____
Company	_____	Company	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Email	_____	Email	_____
Phone	_____	Phone	_____
Other Contact	_____	Other Contact	_____

II. Commission

A. **Services.** Client has agreed to hire Artist for Artist’s services in the commissioning of a work of visual art in Artist’s style (“Artwork”) of the following subject matter:

B. **Feedback.** Client will receive progress updates of the Artwork and have ___ days to respond with changes or feedback. After ___ revisions, additional revisions will be at an additional charge of ____ for ____ revisions.

- C. **Timeframe.** Artist shall complete the Artwork within ___ days of this Agreement. Any extensions as indicated below must be communicated to Client as promptly as reasonably possible.
1. **Delays and Interruptions.** Should there be any delays that are beyond the control of Artist the Timeframe for completing the Artwork may be extended for a maximum of ___ days.
 2. **Illness and Disability.** In the event that Artist falls ill, or has a disability preventing the progress of the completion of the Artwork, the project can be extended for a maximum of ___ days.

III. Deliverables

- A. **Draft Artwork.** Artist agrees to create preliminary drafts for each stage of the commission (sketch, line art, color, shading) as drafts or works-in-progress, which may be watermarked and lower quality than the completed Artwork.
- B. **Complete Artwork.** Artist will deliver the full resolution completed Artwork to Client after receipt of any final pending payment. The Complete Artwork will be delivered via the information in Section I above, and will be delivered in _____ file format.

IV. Payment

- A. **Term of Payment.** Client will receive an initial invoice for the Artwork. Artist shall only begin working on the Artwork after receiving at least _____% of the price on the invoice. Any remaining payment will be due within _____ days after Client is notified the Artwork is completed. Any additional payments added under this Agreement shall be due immediately to Artist.
- B. **Additional Charges.** Client agrees to any charges discussed for changes to the Artwork that Client approves, such as additional revisions or material changes to the Artwork that require substantial work (“Additional Charges”). Artist shall provide an updated invoice to Client upon any change in the price due to Additional Charges.
- C. **Form of Payment.** Payment to Artist shall only be made through _____ and shall only be made in _____ currency, or an alternative method or currency subject to Artist’s approval.

V. Intellectual Property Rights

- A. **No Commercial Use.** Client shall only use the Artwork for personal use by Client. Client shall not use the Artwork or any preliminary draft for commercial purposes. Commercial use shall be any purpose or reproduction of the Artwork that is marketed, promoted, sold, or incorporated into a business or financial transaction, even if not profitable.
- B. **Artist's Rights Reserved.** Artist reserves all copyrights to the Artwork, the preliminary drafts, and any incidental work made in the creation of the Artwork. Artist shall receive attribution in the event of any reproduction of the Artwork, including on websites and social media. Attribution can be satisfied displaying the following text with the Artwork:
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- C. **Subsequent Alterations.** Any and all changes after delivery of the Completed Artwork shall have Artist's approval. Artist will be given the opportunity to make the changes and adjustments at a reasonable fee agreed upon between Client and Artist.
- D. **Unauthorized Changes.** Client agrees not to intentionally destroy, alter, modify, watermark, or change final Completed Artwork in any way. If any alteration occurs after receipt by Client, the Artwork shall no longer be represented as the original work of Artist without Artist's written consent, and Artist shall have the right to request the removal of the changed Artwork, to which Client agrees to fully cooperate.
- E. **Rights Upon Termination.** If Artist terminates this contract, rights to the Artwork remain with Artist, and the Artwork can be sold to another customer. Client shall hold license to the Artwork in whatever degree of completion and shall have the right to complete the Artwork and keep for personal use if Client so chooses.

VI. Termination and Refunds

- A. **Nonpayment.** Artist may terminate this Agreement for Client's failure to pay under the terms in Section IV.
- B. **Material Changes.** If Client requires major changes to the Artwork after the initial sketch is approved (including but not limited to background art, additional objects, characters, changed poses, etc.) Artist has the right to re-assess the price of the Agreement, and cancel this Agreement if Client disagrees with the new price.

- C. **Fundamental Disagreement.** Artist may cancel this Agreement, subject to refunds, if Artist feels a fundamental disagreement or dispute with Client has rendered Artist unable to continue the Artwork.
- D. **Abandonment.** Both Parties may cancel this Agreement if more than ___ days lapse with no communication from either Party. Additionally, this Agreement shall automatically terminate upon death of Artist, and Artist’s estate shall retain all payments made pursuant to this Agreement not subject to refund.
- E. **Refunds.** If this Agreement is cancelled or terminated by either Party, Client shall receive Artwork as-is at the time of cancellation, and any refund within ___ days as follows:

No Work	100 % Refund to Client
Sketch	___ % Refund to Client
Line	___ % Refund to Client
Color	___ % Refund to Client
Shading	___ % Refund to Client

VII. Miscellaneous

- A. **Artist Beware Warnings.** Should Client breach this Agreement, misappropriate the Artwork in violation of this Agreement, or violate applicable laws such as Artist’s copyright of Artwork, Client understands and agrees that Artist may provide the full details of this Agreement and said breach or violation of law to “Artist Beware” listings and other forums where Artists are able to submit warnings about Clients that have violated artists’ rights, or have acted in bad faith or in breach of similar agreements.
- B. **Limitation of Liability.** Both Parties agree to limit the liability of any acts, errors, and omissions arising under this Agreement to the total fees for the services rendered in this Agreement. Both Parties agree that neither Party shall not be liable to each other for any and all claims, expenses, and damages arising from or related to this Agreement and the Artwork.
- C. **Assignment.** This agreement is binding to all heirs, successors, assigns, and personal representatives, and the agreement covers these heirs, successors, assigns, and personal representatives. Neither party has the right to assign this agreement without prior written consent of the other party.

- D. **Changes.** Any changes or additions to this agreement shall be made in writing and agreed upon by the party to be charged.
- E. **Survival.** If any part of the Agreement is held in whole or in part to be unenforceable, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- F. **Integration.** This Agreement constitutes the entire agreement and understanding between the parties, supersedes and replaces all prior agreements and understandings, whether oral or written except for agreements which expressly state the incorporation of this Agreement. In the event of a conflict of terms in agreements that incorporate this Agreement, this Agreement shall control only in absence of any express statement indicating otherwise.
- G. **Forum and Venue.** With respect to any claims, legal proceeding, or litigation arising in connection with this Agreement, the Parties consent to the exclusive jurisdiction, forum, and venue of the state and federal courts, as applicable, located in _____.
- H. **Notices.** Any notice requirements including termination of this Agreement will adhere to the information provided in Section I. Email will constitute sufficient written notice under this agreement. Upon a change of the information of a Party under Section I, said Party shall promptly contact the other Party with the change of information.

By signing below, Client acknowledges having read, understood, and agrees the foregoing terms.

Signature ("Artist")

Signature ("Client")

Name (Print)

Name (Print)

Date

Date