**CUSTOM ART COMMISSION AGREEMENT**

**1.**  This Agreement is made the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_ (year),

by and between:

**(The Artist) Name:**  Mylinda McClelland

Phone: 0493 444 900                                   Email: artbymylinda@gmail.com

And

**(The Collector) Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT BETWEEN ARTIST AND COLLECTOR AS FOLLOWS:**

**2.  THE CONCEPT:**

**Subject:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Colour scheme:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Artwork style:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.  THE ARTWORK:**

**Subject Medium:**   Watercolour       Charcoal        Graphite       Acrylic         Oils

**Substrate:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Size:**  \_\_\_\_\_\_mm wide x \_\_\_\_\_\_\_\_\_mm high x \_\_\_\_\_\_\_\_\_mm deep (if applicable)

**Finish:**    Unframed              Framed

**Shipping Options:**

Shipping costs are not included with the artwork price and will be quoted once complete if required.

* Express Post - artwork will be rolled in a tube
* Local Hand Delivery - artwork will be flat
* Shipped via delicate Art courier (Advised if posting framed artwork)

**4.  TIME FRAME**

The artist and collector have agreed to an estimated deadline of \_\_\_\_\_\_\_\_\_\_\_\_ weeks which

places the estimated shipment date at  \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

**5.  REVISIONS:**

The artist will consult with the client regarding layout, colour scheme, content.  She will provide progress

updates at the initial, middle, and final stages of production to allow the client to evaluate the piece.

The client may request minor revisions in response to these updates provided these changes do not

require starting a new commission or a complete reworking of the piece.  The artist will perform major

alterations required to a complete reworking of the piece 1 time.  Additional requests for revision by

the client may be refused by the artist.  If the artist chooses to execute these further revisions, they will

be commissioned at an additional $45 per hour and may result in a later date of completion.

The artist will make all final decisions regarding the ultimate aesthetic of the composition.

**6.  RIGHT OF REFUSAL:**

It is the intent of this agreement that the artist will create artwork to be purchased by the client.

However, if the client does not wish to purchase the work, the client may refuse the completed artwork.

In that case, the artist will retain the refused artwork and the non-refundable 50% deposit, free of any

claims of the client, and the client will owe no additional fees to the artist.

**7.  COPYRIGHT:**

The artist reserves the common-law copyright to all works commissioned by the client that are created

by the artist.  That means the artist retains the right to create reproductions or license the designs of

any of their works, regardless of who owns the original piece.  The client cannot reproduce the artists

work (via prints etc.) without written permission from the artist.

**8.  PAYMENT POLICY AND SCHEDULE:**

Total payment due for the completed commission: $\_\_\_\_\_\_\_\_\_\_\_.

The client will pay an

**Initial, non-refundable deposit** of 50%    or      $\_\_\_\_\_\_\_\_\_\_        Due: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_\_\_\_\_

upon which I will begin production of the commissioned artwork.

**Progress Payment** of                    25%     or     $ \_\_\_\_\_\_\_\_\_\_\_       Due \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_

**Final Payment** of                           25%     or     $\_\_\_\_\_\_\_\_\_\_\_\_      Due: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_\_\_\_\_

of the completed artwork and prior to shipment.  The client is responsible for paying additional shipping fees which are not included in the commission price, also prior to shipment.

The artist will provide a quote for the shipping fees at the beginning of the project if requested.

**ADDITIONAL NOTES:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXTRA OPTIONS:**

**Framing: (if applicable)**

**Matting**  Colour:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_           Width:  \_\_\_\_\_\_\_\_\_

**Frame** Style:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_           Colour:  \_\_\_\_\_\_\_\_\_\_\_          Width:  \_\_\_\_\_\_\_\_\_

**Glass**         Standard clear glass                UltraVue Uv70

**Preliminary Sketch:**

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reproductions of artwork**

Stock  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Size  \_\_\_\_\_mm x \_\_\_\_\_mm

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXCLUSIVITY**

***Option 1*** *- Original only ever available - The artist agrees that no reproductions will be made of this artwork.*

 *Fee - $ \_\_\_\_\_\_\_     in addition to the artwork cost*

***Option 2*** *- Copyright ownership - this entitles the client to full copyright ownership of the original artwork and any form of reproductions hereafter.*

 *Fee - $ \_\_\_\_\_\_\_     in addition to the artwork cost*

By signing this agreement both artist and client hereby agree to the terms stated above.

Work will commence upon receipt of this signed contract and the commission deposit.

**Collector Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Collector signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                   Date:  \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_\_\_

**Artist Name**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Artist Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                 Date:   \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_\_\_