Art Commission Contract

This **Art Commission Contract** (“***Contract***”) is entered into as of _____, by and between:

Artist

_____ _____

_____ _____

_____ _____ _____ _____

_____ _____

Client

_____ _____

_____ _____

_____ _____ _____ _____

_____ _____

Client and Artist may be referred to individually as a “***Party***” and together as the “***Parties.***”

Terms and Conditions

1. Purpose and Scope

The purpose of this Contract is to set out the terms under which the Artist agrees to create original artwork commissioned by the Client, and the Client agrees to compensate the Artist for that work. This Contract governs the creation, delivery, payment, ownership, and permitted use of the commissioned artwork.

2. Description of the Artwork

The Artist shall create original artwork in accordance with the specifications agreed by the Parties.

Commission Details

ITEM	DESCRIPTION
Type of Artwork	
Subject Matter	
Style and References	
Medium	
Dimensions or Format	
Intended Use	

Any material change to the agreed description must be approved in writing by both Parties and may require an adjustment to the fee or timeline.

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3. Timeline and Milestones

The Artist shall begin work on or around _____ and use reasonable efforts to deliver the completed artwork by _____.

If interim drafts, sketches, or progress updates are agreed, they shall be delivered according to the following schedule, if applicable:

_____

Delays caused by circumstances outside the Artist's reasonable control shall not constitute a breach of this Contract, provided the Artist promptly informs the Client.

4. Artist Obligations

The Artist shall:

- Create the artwork personally and in a professional manner.
- Ensure that the artwork is original and does not knowingly infringe the rights of any third party.
- Deliver the artwork in the agreed format and condition.

The Artist retains creative control over the artistic process, subject to the agreed specifications.

5. Client Obligations

The Client shall:

- Provide timely and accurate information, references, and feedback reasonably required for the commission.
- Review drafts or progress submissions within a reasonable time, if applicable.
- Pay all fees in accordance with the Payment clause.

Failure by the Client to meet these obligations may result in delays or additional costs.

6. Revisions and Changes

Unless otherwise agreed, the fee includes up to _____ reasonable revisions consistent with the original description of the artwork.

Requests that materially alter the scope, style, subject matter, or intended use of the artwork shall be treated as a new request and may require additional fees and a revised timeline.

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7. Fees and Payment

The Client agrees to pay the Artist a total fee of _____ for the commissioned artwork. A deposit of _____ shall be paid upon signing of this Contract and the balance due shall be paid on the date of delivery.

Unless otherwise stated, the deposit is non-refundable once the Artist has commenced work. Late payments may result in delayed delivery of the artwork.

8. Delivery

Delivery shall be made by _____. For physical artwork, shipping costs, insurance, and risk of loss shall be handled as follows:

9. Ownership and Intellectual Property Rights

Unless expressly stated otherwise in this Contract, the Artist retains all ownership rights in the artwork, including copyright. Upon full payment of all amounts due, the Artist grants the Client an exclusive license to use the artwork solely for the following purposes:

The Client may not modify, reproduce, distribute, or use the artwork beyond the permitted uses without the Artist's prior written consent.

10. Credit and Attribution

Where reasonable and customary, the Client shall credit the Artist as _____ in connection with any public use of the artwork, unless otherwise agreed in writing.

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11. Representations

Each Party represents that it has the authority to enter into this Contract and to perform its obligations under it. The Artist represents that the artwork will be original and created without knowingly copying protected works of others.

12. Termination

Either Party may terminate this Contract by written notice if the other Party materially breaches its obligations and fails to remedy the breach within a reasonable time after receiving notice.

If the Contract is terminated:

- The Artist shall be entitled to retain payment for work completed up to the termination date.
- Any rights granted to the Client shall not take effect unless full payment has been made.

13. Limitation of Responsibility

To the extent permitted by general law principles, neither Party shall be responsible for indirect or consequential losses arising out of this Contract.

14. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of the State of _____. The Parties agree to attempt to resolve any dispute arising out of this Contract through good faith discussions before pursuing formal legal proceedings.

15. Independent Contractors

Nothing in this Contract creates an employment, partnership, or agency relationship between the Parties. The Artist acts as an independent contractor.

16. Amendments

Any amendment to this Contract must be made in writing and signed by both Parties.

17. Entire Agreement

This Contract constitutes the entire agreement between the Parties regarding the art commission and replaces any prior discussions or understandings relating to the same subject.

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By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Art Commission Contract.

Artist

Name

Date

Signature

Client

Name

Date

Signature

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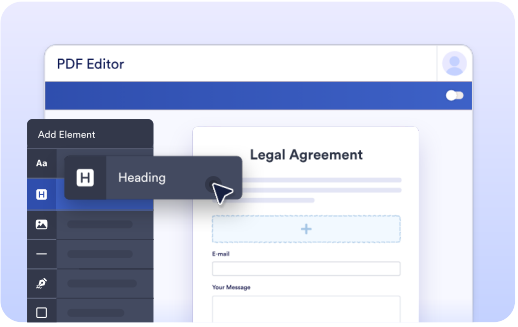
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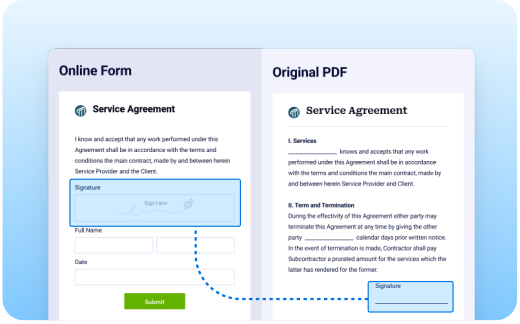
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