

CONTRACT FOR COMMISSIONING ARTWORK

This agreement has been made on _____ of _____ between the Artist, _____ and the purchaser,

Artist Name:

Address:

Phone:

Email:

Clients Name:

Address:

Phone:

E-mail:

IDENTIFICATION OF ARTWORK/S TO BE COMMISSIONED

The Artist agrees to produce:

Artform:

Medium:

Size: approximately

Additional Information:

Price estimate:

Note: Price is subject to vary depending on materials and labour requirements.

Description about the work: (What style/mood/atmosphere, subject matter, colours etc)

Clients Comments:

A preliminary sketch will be produced and sighted by the Client for feedback. The Client is encouraged to provide reference photos or their own photos to assist the creation of the artwork.

2. PAYMENT

The Artist is being paid for the hiring of work (labour) and supplying materials for the Client.

The Artist requires a non-refundable deposit of 33% or other amount mutually agreed to cover the cost of materials within 30days from the delivery of this contract or otherwise stated.

Non-refundable Deposit Fee:

To be paid by:

Full payment of the remaining monies owed is required at handover of the artwork or for delivery. The commissioned artwork will not be release until payment has been made in full.

The Artist will accept payments by installment throughout the period of creating the artwork by Direct Deposit into their Bank Account. The Artwork will only be delivered once FULL payment has been received and cleared.

3. DELIVERY OF WORK:

3.1 The Client acknowledges the delivery surcharge has not been included in this contract and will be quoted at a later stage.

3.2 The Client agrees to pay for the cost of Delivery of the work (including but not limited to insurance and packaging) for the agreed upon cost to be confirmed.

3.3 The Artist will acquire 1-3 quotes to obtain the best price for the safest delivery service. The parcel will be delivered as registered post or tracking mail and insured for its value.

3.4 The Artist is not responsible for any delays in delivery time once the Delivery Service has the Artwork.

3.5 Risk of Damage or Loss while the artwork is in transit is not the responsibility of the Artist.

3.6 If the artwork is to be returned due to damage, then the matter is to be taken up first with the Deliver service provider to claim through insurance.

4. TIMELINE

4.1 From the date of signing the contract, the Artist agrees to complete the artwork within the timeframe, or unless mutually agreed to by both parties, earlier or later to the date.

4.2 If extenuating circumstances arise and the Artist is unable to complete the artwork by the contract date, the Artist will notify the Client and arrange a new date. If the Client is unhappy with the new date, the Client may choose to cancel the commission, and be refunded any monies paid prior as installments; however the non-refundable deposit of 33% will still remain non-refundable as originally agreed.

5. CANCELLATION OF CONTRACT

5.1 If the artwork does not meet the expectations of Client at completion, there is no obligation for the Client to complete the transaction. With feedback, the Artist will try to rectify the artwork to meet the Client's needs , however if the Client remains unsatisfied, the Client will be entitled to a refund of any monies paid

prior as installments; however the non-refundable deposit of minimum 33% will still remain non-refundable as originally agreed.

5.2 The cancelled commissioned Artwork will remain the property of the Artist.

6. CARE OF WORK

6.1 The Client is responsible for caring for, maintaining and preserving the acquisition. Once the artwork has arrived in its original condition and in the Client's possession, the Artist is not held responsible for any damage there afterwards that is a result of poor preservation of the work.

The Artist is not responsible for the weather and the damage weather conditions and environment can do to artwork. It is the Client who is responsible to obtain and apply suitable protection methods.

6.2 The Artist suggests works on canvas to be wiped regularly and with a light dampened cloth. Canvases have been varnished with a solvent based varnish.

6.3 The Artist is not responsible for the damage or deterioration of the supports on which the work is on as all due care is taken to use Artist quality and high standard professional materials.

6.4 The Client is to be aware that mediums and materials may deteriorate over time (though due care by the Artist has been taken to use good quality materials). Be advised that Art is ephemeral and due to pollutants in the air, climate conditions and poor care of work, the work could degrade in quality over time, for example, vibrancy of colour if painting is exposed to direct sunlight for substantial periods of time.

7. COPYRIGHT:

7.1 The Client agrees that the work is created by **the Artist retains ALL copyright**. No reproduction or manipulation in any form is allowed without my permission.

7.2 The Artist agrees that the work commissioned is solely her own and an original artwork unless stated or informed otherwise.

I/We hereby understand and agreed to, by signing this contract, the terms and conditions stated above for the commissioning of the artwork described by the Artist paid for by the Client

Collector

Name
Signature
Date

Artist

Name
Signature
Date