

# Art Commission Contract

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) by and between:

Artist's Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

and

Patron's Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work. However, if, after the work is completed, the Patron does not wish to purchase the work, the Patron may refuse the created artwork. In that case, the Artist will retain the refused artwork and the nonrefundable deposit, free of any claims or interests of the Patron and the Patron will owe no additional fees to the Artist.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.
4. **Payment Amounts:** the parties for the individual artwork will decide selling price. Fee will be based upon size and complexity of completed work and will be consistent with other comparable works by Artist at the time of sale. Parties will agree to price in writing prior to the commencement of the artwork. The Artist and Patron will mutually determine size.
5. **Payment Terms:** A nonrefundable deposit of one- half of the selling price is required before work commences. Payment in full is due upon receipt of artwork(s).

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

_____ Artist	_____ Patron
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Artwork #	Medium	Size	Price	Date	Initial of Patron	& Artist

