**Art Commission Contract**

**Written by John Middick of SharpenedArtist.com**

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

 Name: \_John Middick\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Artist)

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

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

 and

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client)

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

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

The parties agree as follows:

**The Project**: Client is commissioning a single colored pencil painting created by the artist, John Middick. The painting will include the subject matter of the family pet cat (tabby with white spots based on digital pictures). Artist will create 1 painting agreed upon at the time of the first meeting.

**Right of Refusal**: It is the intent of this contract that the Artist create artworks for the Client that the Client will purchase. However, if, after the work is completed, the Client does not wish to purchase any or all of the work, the Client may refuse, on an individual basis, each created artwork. In that case, the Artist will retain the refused artwork and the nonrefundable deposit, free of any claims or interests of the Client and the Client will owe no additional fees to the Artist. A refusal will not affect the purchase price of other created artworks in this project.

**Copyright**: Artist reserves the common-law copyright to all works commissioned by Client that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. No work may be reproduced by Client without the prior written approval of Artist.

**Payment Amounts**: Fees/selling price will be decided by the parties per individual artwork, with a minimum of amount communicated by the artist and written in the contract. Fee will be based upon canvas or paper size, deadline, quality of reference photo (if artist is not allowed to take photos), 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. Painting sizes and other requirements will be mutually determined by the Artist and Client.

**Payment Terms**: A nonrefundable deposit of 50% of the selling price is required before work commences. Payment in full is due upon receipt of artwork(s).

**Attorney’s Fees**: In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorneys’ fees in addition to any available remedy.

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

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

 Artist

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

 Client

Artwork #: One Piece

Medium: Colored Pencil and/or mixed media

Size: 9 x 12 (with an area for the drawing of 8x10) dimension requirements from the client.

Price: $1,200.00 with 50% due at first meeting which is $600.00

Date: December 07, 2014