



# Tim and Kim Originals

## Commission Contract

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between the following:

### The Artist

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### The Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Agreement between Artist & Purchaser:

1. Artwork: The Purchaser has commissioned the Artist for the following work of art:

Medium: \_\_\_\_\_ Dimensions: \_\_\_\_\_ Price: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

The Artist will create a work of art based on the description above and **clear references** provided by the Purchaser. The Artist agrees to create *up to three*, preparatory sketches as need to gain approval from Purchaser before beginning the commissioned artwork. These images may be emailed or otherwise presented to the Purchaser for approval. All sketches are the property of the Artist.

2. Payment Schedule: A **non-refundable** deposit of 50% is required before the Artist begins work on the commission and due upon signing this contract. The balance of payment is due upon satisfactory completion of the above artwork and is required at time of shipping.

Quoted Price of Artwork: \$ \_\_\_\_\_ + Sales Tax \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_ (Deposit of \$ \_\_\_\_\_)

3. Delivery: The Artist agrees to complete and ship the commissioned artwork on or before the following date \_\_\_\_\_. The cost of shipping will be paid by the Purchaser at the time of completion of the work. Purchaser also has the option of arranging a pickup time and place, at the discretion of the Artist.

4. Copyright: The Artist retains the copyright to all works commissioned by the Purchaser, including all reproduction rights and the right to claim statutory copyright. No artwork may be reproduced or altered without the written consent of the Artist. The Artists asks that credit is given to the Artist if the Purchaser chooses to post the commissioned work on social media.

5. Right of Refusal: In the event that the Purchaser does not wish to purchase the commissioned artwork, the Purchaser may refuse the work. In that case, the Artist will retain the refused artwork *and* the non-refundable deposit. This is free of any claims or interests of the Purchaser and the Purchaser will not owe any additional fees to the Artist.

6. Returns: There are no returns once the Purchaser takes possession of the artwork.

The Artist and the Purchaser have executed the Agreement on the day & year written above.

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Purchaser