



JACKLEY ART

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COMMISSION OF AGREEMENT

FOR CREATING ARTSTIC WORK ON REQUEST

Date and Parties of the Agreement:

This agreement is made on ____/____/____ (mm/dd/yyyy) by and between:

The Artist:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

The Purchaser:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

The parties agree as follows:

The Project:

The Purchaser is agreeing to the following project and price upon signing this agreement. The price of the Project reflects any materials and supplies necessary for the Artist to complete the Project as well as the Artist's time, skills, and the complexity of the Project.

Description of the project to be undertaken:

Title: _____

Medium: _____

Color Tone: _____

Size: _____

Price: _____

Date Due to the Purchaser: _____

Details about the Project:

If requests for changes to the Project are requested after an agreement has been reached regarding the details of the Project and corresponding price, a new agreement will be drawn up and signed by both parties to reflect this.

Initialed by _____ Artist and _____ Purchaser.

Additional information about the project:

The Artist is obligated to create the work in a professional and craftsman like manner. Upon receiving the Project, the Purchaser has 2 weeks to request any changes to the Project. The Artist will charge _____ (hourly rate) on top of regular costs, for executing these changes. However, the Artist shall not be obligated to work more than 8 hours making changes. If it is not possible to make the requested changes, the Purchaser maintains the right of refusal (see Termination of Project section).

The Purchaser shall have the right to inspect the Project in progress upon reasonable notice to the Artist.

Initialed by _____ Artist and _____ Purchaser.

Payment Terms:

If the Artist is requiring no deposit for the Project:

The Purchaser is to pay in full the agreed upon price upon receipt of the Project. Failure to provide full payment of the Project at the time of delivery will result in full ownership of the Project remaining with the Artist until full payment is received. The Artist may also terminate this agreement in the event the Purchaser is 60 days late in payment. However, nothing therein shall prevent the Artist from bringing suit based on the Purchaser's breach of contract.

Initialed by _____ Artist and _____ Purchaser.

If the Artist is requiring a nonrefundable initial deposit for the Project:

A nonrefundable deposit of \$_____ must be received before the Project will begin. This deposit will go towards the total agreed upon price of the Project. Upon receipt of the completed Project, the Purchaser is to pay the remaining amount of the agreed upon price for the Project in full. Failure to provide full payment of the remaining amount of the agreed upon price for the Project at time of delivery will result in full ownership of the Project remaining with the Artist until full payment

is received. The Artist may also terminate this agreement in the event the Purchaser is 60 days late in payment. However, nothing therein shall prevent the Artist from bringing suit based on the Purchaser's breach of contract. If a termination by the Artist occurs, the Artist will not refund the deposit.

Initialed by _____ Artist and _____ Purchaser.

If the Artist has agreed to installment payments:

The Artist has agreed to scheduled installment payments for the Project. Details of these installments are as follows:

Number of installment payments: _____

Amount of each installment: \$ _____

Frequency of each installment: _____

The first installment payment must be received at the time of delivery of the Project by the Artist to the Purchaser. Failure to provide the first installment payment upon delivery in the Project will result in ownership of the Project remaining with the Artist until the payment is received. Failure to provide payment of the remaining installments will result in the Artist having the right to take back ownership of the Project until the rest of the payments are received. The Artist may also terminate this agreement in the event the Purchaser is 60 days late in payment. However, nothing therein shall prevent the Artist from bringing suit based on the Purchaser's breach of contract. If a termination by the Artist occurs, the Artist will not refund any deposit or previously received installment payments.

Initialed by _____ Artist and _____ Purchaser.

Delivery of Project, Shipping, Installation, and Framing:

If hand delivery is applicable, the Artist and the Purchaser will determine the best method of delivery of the Project.

If applicable, the Artist will provide shipping to the Purchaser at the Purchaser's expense. Unless otherwise specified by The Artist, all prices are F.O.B. The Purchaser's shipping point. However, any shipping expense will be determined by the Artist at the time of agreement of the Project and will be reflected in total cost of the Project. If such a request is made after the agreed upon price of the Project, a new agreement will be drawn up and signed by both parties to reflect this.

Installation is not required by the Artist and is the responsibility of the Purchaser. If the Purchaser is requesting the Artist provide installation and the Artist agrees, an additional fee will be reflected within the total cost of the Project at the time of agreement of the Project. If this request comes after the agreed upon price of the Project, a new agreement will be drawn up and signed by both parties to reflect this.

Framing is not required by the Artist and is the responsibility of the Purchaser. If the Purchaser is requesting the Artist provide framing and the Artist agrees, an additional fee will be reflected within the total cost of the Project at the time of agreement of the Project. If this request comes after the agreed upon price of the Project, a new agreement will be drawn up and signed by both parties to reflect this.

Initialed by _____ Artist and _____ Purchaser.

Termination of the Project:

The Artist may terminate this agreement in the event the Purchaser is 60 days late in payment. However, nothing therein shall prevent the Artist from bringing suit based on the Purchaser's breach of contract. If a termination by the Artist occurs, the Artist will not refund any deposit or previously received installment payments.

If a due date was determined, the Purchaser may terminate this agreement if the Artist fails without cause to complete the agreed upon Project within 60 days of the agreed upon due date. In the event of termination, the Artist agrees to return to the Purchaser all payments made to the Artist, but shall not be liable for any additional expenses, damages or claims.

If a due date was determined, the Purchaser may terminate this agreement in the event of illness or if events beyond the control of the Artist causes a delay of more than 6 months. However, the Artist will retain all payments made by the Purchaser. If such an illness or event occurs, the Artist will inform the Purchaser that there will be a delay and a new agreement will be formed.

This agreement shall automatically terminate on the death of the Artist. The Artist's estate shall retain all payments made by the Purchaser.

The Purchaser maintains the right of refusal. It is the intent of this contract that the Artist create artworks for the Purchaser that the Purchaser will purchase. However, if the Purchaser does not wish to purchase the Project after the Project has been completed, the Artist will retain the refused artwork and not refund any deposits or installment payments. The Artist will remain free of any claims or interests of the Purchaser and the Purchaser will owe no additional fees to the Artist. If the Purchaser refuses the Project, the Artist maintains the right to complete, reproduce, exhibit, and sell the Project to another party.

Termination of any agreement will be made in writing.

Initialed by _____ Artist and _____ Purchaser.

Ownership, Copyright and Privacy:

All rights to the Project remain with the Artist until the Artist is paid in full. Upon final payment for the Project, the Purchaser becomes the legal owner of the Project with all rights and privileges, with the exceptions listed below.

If the Artist terminates this contract, the rights to the Project remain with the Artist. The Artists maintains the right to complete, reproduce, exhibit, and sell the Project to another party. The Purchaser shall return any and all material and rights for the Project to the Artist.

If the Project is terminated by the Purchaser in the event of illness or events beyond the control of the Artist, the Purchaser shall own the Project in whatever degree of completion and shall have the right to complete, exhibit, and sell the Project if the Purchaser so chooses. However, no work may be reproduced, displayed, exhibited, or advertised for the purpose of sale by the Purchaser without the prior written approval of the Artist.

The Artists always reserves all rights of reproduction and all copyrights to the Project, preliminary designs, and any incidental work made in the creation of the Project. The Artist always maintains all rights to complete, reproduce, exhibit, and sell the Project to other parties.

Once the Purchaser is the legal owner of the Project and assumes all rights and privileges of the Project, the Purchaser may reproduce, display, exhibit, and advertise the Project. However, no work may be reproduced, displayed, exhibited, or advertised for the purpose of sale by the Purchaser without the prior written approval of the Artist.

The Purchaser gives the Artist permission to use the Purchaser's name, picture, portrait, and photograph, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of the Purchaser's right of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Project, preliminary design, or any incidental works made in the creation of the Project.

The Artist has the right to put their name and year of completion on the Project in a permanent fashion. Placement and size are to the determination of the Artist.

If the Purchaser does not want the Project to be used for reproduction purposes, there will be an agreed up limited addition fee of: \$ _____

Initialed by _____ Artist and _____ Purchaser.

Maintenance, Repairs, and Alterations:

Any and all maintenance or repairs to the Project is the responsibility of the Purchaser. If the Purchaser requests the Artist to make repairs or restorations, there will be an agreed upon fee involved.

The Artist is not responsible for or entitled to fix any damages to the Project after the Project is in possession of the Purchaser. If the Purchaser is in possession of the Project when damages occur and requests the Artist to make repairs, there will be an agreed upon fee involved.

Once the Purchaser becomes the legal owner of the Project and assumes all rights and privileges to the Project, the Purchaser maintains the right to alter the Project without permission from the Artist. However, if the Project is altered and will be reproduced, exhibited, or advertised, written consent must be provided by the Artist. The Artist maintains the right to have the altered Project no longer be represented as work of the Artist. The Artist also maintains the right to have the altered Project be represented as work of the Artist, but the alterations must be disclosed in any reproduction, exhibitions, or advertisements of the Project. No altered reproduction, display, exhibition, or advertisement of the Project may be used for the purpose of sale by the Purchaser without written approval of the Artist.

Initialed by _____ Artist and _____ Purchaser.

Signatures and Agreement of Participating Parties:

Any alterations to this agreement will result in a new agreement being drawn up and signed by both parties.

An electronic signature is acceptable by either the Artist or the Purchaser and hold equal value as a handwritten signature.

Artist Signature: _____

Date Signed: ____/____/____ (mm/dd/yyyy)

Purchaser Signature: _____

Date Signed: ____/____/____ (mm/dd/yyyy)