

ART COMMISSION AGREEMENT

Location: _____ Date: _____

Artist Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Commission Details:

Description of Artwork:

Medium and Materials:

Size/Dimensions:

Delivery Method and Location:

Payment Terms:

Total Price: _____ USD

Deposit Amount: _____ USD

Payment Schedule and Method: _____

Clause 1 – Scope of Work

Artist agrees to create the artwork as described herein exclusively for Client, in accordance with specifications, medium, style, and timeline mutually agreed upon and detailed in this Agreement.

Clause 2 – Ownership and Copyright

Artist retains all copyrights to the artwork unless explicitly transferred in writing. Client is granted a non-exclusive license to use the final artwork for personal purposes only, unless otherwise agreed. Any commercial use requires

separate licensing.

Clause 3 – Revisions

Client is entitled to ___ rounds of revision within the scope of the original commission. Additional revisions or changes beyond agreed scope may incur extra charges at Artist's discretion.

Clause 4 – Delivery

Artist shall deliver the final artwork by agreed method and format. Delivery dates are estimates and subject to reasonable delays. Artist will notify Client promptly of any significant changes to timeline.

Clause 5 – Payment

Client shall pay the agreed total price as per the payment schedule. Deposits are non-refundable except in cases of Artist's material breach. Final payment is due upon delivery of final artwork.

Clause 6 – Cancellation and Refunds

If Client cancels the commission before work begins, deposit shall be refunded. If cancellation occurs after work has commenced, deposit is non-refundable. Artist shall deliver any completed work up to cancellation.

Clause 7 – Warranties and Representations

Artist represents that the artwork is original and does not infringe upon third-party rights. Client represents having the necessary rights for any materials provided to Artist.

Clause 8 – Limitation of Liability

Artist shall not be liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement. Artist's total liability shall not exceed the total fees paid by Client.

Clause 9 – Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information exchanged during the commission, except as required by law or agreed in writing.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Parties consent to the exclusive jurisdiction of courts located therein.

Clause 11 – Entire Agreement

This Agreement constitutes the entire understanding between Artist and Client and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

Clause 12 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

Clause 13 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to natural disasters, acts of government, or other unforeseeable events.

Clause 14 – Indemnification

Client agrees to indemnify and hold harmless Artist from any claims, damages, or expenses arising from Client's use of the artwork beyond the scope permitted herein.

Clause 15 – Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it later.

Clause 16 – Severability

If any provision is found unenforceable, the remainder of the Agreement shall remain in full force and effect.

Clause 17 – Signatures and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one instrument.

ARTIST'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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