

# ARTWORK COMMISSION AND SALE 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: \_\_\_\_\_

## Artwork Description:

Title / Name: \_\_\_\_\_

Medium / Materials: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Date of Completion (if applicable): \_\_\_\_\_

## Commission and Payment Terms:

Commission Price: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

### Clause 1 – Scope of Commission

Artist agrees to create the artwork described above (the “Artwork”) for Client according to the specifications and timelines mutually agreed upon by the parties. Artist retains sole discretion over artistic methods and materials.

### Clause 2 – Ownership and Copyright

Upon full payment, Client shall receive ownership of the physical Artwork. Artist retains all copyrights and moral rights in the Artwork unless a separate written agreement expressly transfers such rights. Client may not reproduce, distribute, or create derivative works without Artist's prior written consent.

### Clause 3 – Delivery and Acceptance

Artist shall deliver the completed Artwork to Client at the agreed location. Client shall inspect the Artwork promptly upon delivery and notify Artist of any material defects or discrepancies within a reasonable time. Acceptance shall be deemed if no such notice is given.

### Clause 4 – Payment Terms

Client shall pay the total Commission Price as set forth above. Unless otherwise agreed, a deposit shall be paid upon execution of this Agreement, with the balance payable upon delivery. Late payments shall accrue interest at the maximum rate permitted by law.

**Clause 5 – Cancellation and Refunds**

Client may cancel this commission prior to the start of production with full refund of any deposit. If cancellation occurs after production has commenced, Client forfeits the deposit and may be liable for additional costs incurred by Artist. Artist may cancel for valid reasons with refund of all payments received.

**Clause 6 – Warranties and Representations**

Artist represents and warrants that the Artwork will be original and created solely by Artist, free of liens and encumbrances. Client represents that all information and specifications provided are accurate and lawful.

**Clause 7 – Indemnification**

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising from breach of this Agreement, negligence, or willful misconduct.

**Clause 8 – Limitation of Liability**

In no event shall either party be liable for consequential, incidental, or punitive damages arising out of or related to this Agreement.

**Clause 9 – Confidentiality**

The parties agree to keep all confidential information disclosed during the term of this Agreement private and not disclose it to any third party except as required by law.

**Clause 10 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_. Any disputes shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

**Clause 12 – Amendments**

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

**Clause 13 – Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 14 – 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 war, or government restrictions.

**Clause 15 – Assignment**

Neither party may assign or transfer their rights or obligations under this Agreement without prior written consent of the other party.

**Clause 16 – Notices**

All notices required under this Agreement shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the parties' addresses set forth herein.

**Clause 17 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed valid and binding.

**Clause 18 – Waiver**

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

**Clause 19 – Relationship of Parties**

Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above, acknowledging that they have read, understood, and agreed to all terms and conditions herein.

**ARTIST'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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