

# SIMPLE ART COMMISSION AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Artist Name: \_\_\_\_\_

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

Email / Phone: \_\_\_\_\_

## Client Information:

Client Name: \_\_\_\_\_

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

Email / Phone: \_\_\_\_\_

## Artwork Description:

Title / Description: \_\_\_\_\_

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

Dimensions / Size: \_\_\_\_\_

## Commission Terms:

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

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

## Delivery Terms:

Expected Completion: \_\_\_\_\_

Delivery Method: \_\_\_\_\_

### 1. Commission and Scope

The Artist agrees to create the artwork described above (the "Artwork") for the Client in accordance with the terms of this Agreement. The Artwork shall be original and created in a professional and workmanlike manner.

### 2. Payment

The Client agrees to pay the Artist the agreed Price as full compensation for the Artwork. Payment shall be made according to the Payment Schedule and Method specified above. All payments are non-refundable except as expressly provided herein.

### 3. Intellectual Property Rights

The Artist retains all copyright and intellectual property rights in the Artwork, unless otherwise agreed in writing. The Client is granted a limited license for personal use only. Any reproduction, distribution, or commercial use by the Client requires separate written permission from the Artist.

### 4. Delivery and Acceptance

The Artist shall complete and deliver the Artwork by the Expected Completion date. Delivery shall be made by the agreed Delivery Method. The Client shall inspect the Artwork upon delivery and notify the Artist of any defects or

discrepancies within 5 business days. Failure to notify shall constitute acceptance.

**5. Cancellation and Refund**

Either party may cancel this Agreement by written notice to the other. Upon cancellation, the Client shall pay for all work completed to date. Deposits paid are non-refundable except in cases of Artist's failure to perform.

**6. Liability and Indemnification**

The Artist shall not be liable for any damages resulting from the use of the Artwork. The Client agrees to indemnify and hold harmless the Artist from any claims, damages, or liabilities arising from Client's use, display, or distribution of the Artwork.

**7. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law where the Artist resides. The parties consent to the exclusive jurisdiction and venue of the courts located in that state for any disputes arising out of this Agreement.

**8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings. Any amendments must be in writing and signed by both parties.

**9. Severability**

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

**10. Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be deemed valid and binding.

**ARTIST'S SIGNATURE**

**CLIENT'S SIGNATURE**

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

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

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