

Art Commission Contract

This agreement is made on the _____ day of _____, _____ (year) by and between:

Artist's Name: Kylie Faison

Email: kyliefaisonart@gmail.com

And

Client's Name: _____

Address: _____

Phone #: _____ Email: _____

Both the artist and client agree to the following:

1. **The Commission:** Client is commissioning a work of art to be created by Kylie Faison. The commission will be in either watercolor, acrylic or graphite. If otherwise specified, check this box []

of Animals: _____

Size of Commission: _____

Animal Names: _____

2. **The Process:** Once an order is placed by the Client, the Client will send photos to the Artist email: kyliefaisonart@gmail.com Once the Artist views the photos, the Artist will suggest which one will work best for the pose in the painting. The Artist and Client will mutually agree to the use of the main photo for the pose. Additional photos will be used, if necessary, by the Artist for correct coloring of the animal and for adding any specific marks that cannot be viewed in the main photo. The Artist will email a proof/ example of what the watercolor composition and overall look will be of the final product to the Client. The Client **must agree** to the use of the proof/ example in its entirety before the Artist begins working. This proof/ example is provided so the Client can ask for any changes to be made before the Artists begins working and to check the accuracy of their own animal(s).
3. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Client that the Client will purchase the work. However, if, after the work is completed, the Client does not wish to purchase the work, the Client may refuse the created artwork. In that case, the Artist will retain the refused artwork and a nonrefundable deposit of 50% of the purchase price, free of any claims or interests of the Client and the Client will owe no additional fees to the Artist.
4. **Copyright:** The Artist reserves the common-law copyright to all works commissioned by Client's that are created by the Artist, including all reproduction rights and the right to

claim statutory copyright. The Client may reproduce no work without the prior written approval of the Artist- Kylie Faison.

5. **Payment Amounts:** Price will be based upon size and number of animals in the artwork. For purchases made in person, Parties will agree to price in writing prior to the commencement of the artwork. For purchases made online, the Client, upon submitting their order agrees to the terms of this contract and the commencement of the artwork.
6. **Payment Terms:** Payment in full is due at the time of purchase from the Client. If the Client chooses to refuse the artwork, the Artist will refund 50% of the purchase price. Payment in full is to be received by the Artist before mailing artwork, if applicable. If during the painting process by no fault of the Artist, the painting must be restarted as requested by the Client, the Client must pay an additional fee of 50% of the total sale price. This additional fee of 50% must be received by the Artist before restarting the artwork. [For watercolor commissions only: Once the painting is complete no major changes may be made as watercolor is unforgiving and the changes may alter the painting in a negative way. If the Client insists on changes being made and the Client does not like the changes they requested, they may decide to have the painting restarted, in which case, the Client will be charged an additional fee of 70% of the sale price. This additional fee of 70% must be received by the Artist before restarting the artwork.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

_____	_____	_____	_____	_____
Artist		Client		
_____	_____	_____	_____	_____
Medium	Size	# of Animals	Price	Date