

# ART COMMISSION AGREEMENT

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This Art Commission Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ARTIST LEGAL NAME], an individual or [ENTITY TYPE] located at [ARTIST ADDRESS] (the "**Artist**"); and  
[CLIENT LEGAL NAME], an individual or [ENTITY TYPE] located at [CLIENT ADDRESS] (the "**Client**").

Artist and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to commission Artist to create an original work of art, and Artist wishes to create that work, on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

## 1. The Commissioned Work

1.1 **Description.** Artist will create an original work of art (the "**Work**") described as: [DESCRIBE SUBJECT, STYLE, MEDIUM, AND ANY REFERENCE MATERIAL].

1.2 **Specifications.** The Work will be [DIMENSIONS / RESOLUTION], in [MEDIUM, e.g. oil on canvas / digital illustration], and delivered as [PHYSICAL PIECE / DIGITAL FILE FORMAT].

1.3 **Reference and brief.** Client will provide any reference images, brand guidelines, or written brief that the Work must follow. Artist will create the Work consistent with that brief using professional skill and creative judgment.

1.4 **Originality.** The Work will be an original creation of Artist and will not knowingly copy any third party's protected work.

## 2. Process, Drafts, and Revisions

2.1 **Concept stage.** Artist will first deliver [NUMBER, e.g. one or two] preliminary sketch(es) or concept(s) for Client's approval before producing the finished Work.

2.2 **Approval.** Client will review each draft within [NUMBER, e.g. 5] days and either approve it or provide written revision notes. Failure to respond within [NUMBER] days is deemed approval of that stage.

2.3 **Revisions included.** The fee includes [NUMBER, e.g. two] rounds of revisions at the concept stage and [NUMBER, e.g. one] round on the finished Work. Revisions must be consistent with the original brief.

2.4 **Additional revisions and changes.** Revisions beyond those included, or changes to the original brief, subject matter, or specifications, are billed at [AMOUNT] per [ROUND / HOUR] and may extend the delivery date.

## 3. Fees and Payment

3.1 **Commission fee.** Client will pay Artist a total commission fee of [AMOUNT], stated in [CURRENCY] and exclusive of taxes and shipping.

3.2 **Deposit.** Client will pay a non-refundable deposit of [AMOUNT OR PERCENT, e.g. 50%] on signing. Artist will not begin work until the deposit is received.

3.3 **Balance.** Client will pay the remaining balance [ON APPROVAL OF THE FINISHED WORK AND BEFORE DELIVERY / WITHIN [NUMBER] DAYS OF DELIVERY].

3.4 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law.

3.5 **Shipping and materials.** Client is responsible for shipping, framing, and any special materials costs, which are billed at cost unless included above.

## 4. Delivery

4.1 **Delivery date.** Artist will deliver the finished Work on or before [DELIVERY DATE], provided Client meets its approval and payment obligations. Delivery dates extend day for day for any delay caused by Client.

4.2 **Method.** The Work will be delivered by [METHOD, e.g. in person / carrier shipment / digital download].

4.3 **Risk of loss.** For a physical Work, risk of loss passes to Client on [DELIVERY / SHIPMENT]. Client may wish to insure a shipped physical Work.

4.4 **Files.** For a digital Work, Artist will deliver final files in [FORMAT(S)] at the resolution specified in Section 1.

## 5. Intellectual Property and Usage Rights

5.1 **Ownership of copyright.** Unless Section 5.2 applies, Artist retains the copyright and all reproduction rights in the Work. Client receives ownership of the physical piece (if any) and the usage rights granted below, but not the copyright.

5.2 **Optional full assignment.** [OPTIONAL: If the Parties agree to a full transfer of copyright, state here that, on full payment, Artist assigns all right, title, and interest in the Work to Client, and adjust the fee accordingly.]

5.3 **License to Client.** Subject to full payment and unless Section 5.2 applies, Artist grants Client a [EXCLUSIVE / NON-EXCLUSIVE], [PERSONAL / COMMERCIAL] license to use, display, and reproduce the Work for [DESCRIBE PERMITTED USE] in [TERRITORY] for [TERM].

5.4 **Artist's reserved rights.** Artist may display the Work, drafts, and process material in Artist's portfolio, website, and social media for self-promotion, unless Client requests confidentiality in writing under Section 8.

5.5 **Moral rights and credit.** Client will credit Artist as the creator where reasonably practicable and will not materially alter or distort the Work in a way that harms Artist's reputation, to the extent such rights apply under local law.

5.6 **No AI training.** Client may not use the Work or any draft to train or develop any generative or machine-learning model without Artist's separate written consent.

## 6. Representations and Warranties

6.1 **By Artist.** Artist represents that the Work is Artist's original creation and that Artist has the right to grant the rights in Section 5.

6.2 **By Client.** Client represents that any reference material or content it supplies does not infringe any third party's rights and that Client has the right to provide it.

6.3 **Disclaimer.** Except as expressly stated, the Work is provided "as is" and each Party disclaims all other warranties to the extent permitted by law.

## 7. Cancellation

7.1 **By Client.** If Client cancels before completion, the deposit is forfeited and Client will pay for all work performed through the cancellation date. Any unpaid completed work remains Artist's property.

7.2 **By Artist.** If Artist cannot complete the Work, Artist will notify Client promptly and refund all amounts paid for work not delivered, less the value of any delivered drafts Client elects to keep.

7.3 **Abandonment.** If Client fails to respond or pay for more than **[NUMBER, e.g. 30]** days, Artist may treat the commission as cancelled by Client.

## 8. Confidentiality

8.1 **Obligation.** Each Party will keep confidential the non-public information of the other shared for the commission.

8.2 **Confidential commissions.** If Client requests in writing that the commission be kept private, Artist will not publicly display the Work until Client authorizes it, and the Parties will agree on any portfolio use separately.

## 9. Limitation of Liability

9.1 **Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

9.2 **Liability cap.** Except for indemnification or breach of confidentiality, each Party's total aggregate liability under this Agreement will not exceed the total fees paid or payable to Artist under this Agreement.

## 10. General Provisions

10.1 **Independent contractor.** Artist is an independent contractor, not an employee or agent of Client. Artist is responsible for Artist's own taxes.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

10.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.6 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**ARTIST**

**CLIENT**

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

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

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE OR N/A]**

Title: **[TITLE OR N/A]**

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

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

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