

AGREEMENT made as of the _____ day of _____, 20_____, between Artist _____ and _____ (hereinafter referred to as the "Purchaser"), located at _____.

WHEREAS, the Artist is a recognized professional artist; and WHEREAS, the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art ("the Work") in the Artist's own unique style; and WHEREAS, the parties wish to have the creation of this work of art governed by the mutual obligations, covenants, and conditions herein; NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. The Artist hereby agrees to create the Work based on the photograph of _____ in return for which the Purchaser agrees to pay a half the fee (\$ _____) upon the signing of this Agreement. The Artist agrees to develop the painting according to the following description of the Work as interpreted by the Artist:

Title _____ Medium _____ Acrylic _____
Size _____ Price _____
Description _____

2. The Artist shall deliver the painting to the Purchaser within _____ days of the date hereof. The Purchaser may, within two weeks of receipt of the preliminary design, demand changes, and the Artist shall make such changes for a fee of _____ per hour; provided, however, that the Artist shall not be obligated to work more than _____ hours making changes.

3. Completion of the Work is to be determined by the Artist, who shall use the Artist's professional judgment to deviate from the preliminary design as the Artist in good faith believes necessary to create the Work. If, upon the Artist presenting the Purchaser with written notice of any payment being due, the Purchaser fails to make said payment within two weeks of receipt of notice, interest at the rate of 12% shall accrue upon the balance due. The Purchaser shall have a right to inspect the Work in progress upon reasonable notice to the Artist.

4. Upon completion of the Work, it shall be shipped at the expense of the Purchaser to the following address specified by the Purchaser:

5. Termination. This Agreement may be terminated on the following conditions:

(A) The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty days late in making any payment due pursuant to Paragraph 2, provided, however, nothing herein shall prevent the Artist bringing suit based on the Purchaser's breach of contract.

(B) The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within ninety days of the completion date in Paragraph 3. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payments made pursuant to Paragraph 2, but shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Work.

C) The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within ninety days of the completion date in Paragraph 3. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payments made pursuant to Paragraph 2, but shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Work.

(D) The Purchaser shall have a right to terminate this Agreement if, pursuant to Paragraph 3, the illness of the Artist causes a delay of more than six months in the completion date or if events beyond the Artist's control cause a delay of more than one year in the completion date, provided, however, that the Artist shall retain all payments made pursuant to Paragraphs 1 and 2.

6. Ownership. Title to the Work shall remain in the Artist until the Artist is paid in full. In the event of termination of this Agreement pursuant to Subparagraphs (A), (B), or (C) of Paragraph 5, the Artist shall retain all rights of ownership in the Work and shall have the right to complete, exhibit, and sell the Work if the Artist so chooses. In the event of termination of this Agreement pursuant to Paragraph 5, the Purchaser shall own the Work in whatever degree of completion and shall have the right to complete, exhibit, and sell the Work if the Purchaser so chooses.

7. Copyright. The Artist reserves all rights of reproduction and all copyrights in the Work, the preliminary design, and any incidental works made in the creation of the Work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work or any reproductions of the Work.

9. Privacy. The Purchaser gives to the Artist permission to use the Purchaser's name, picture, portrait, and photograph, in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of the Purchaser's rights of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Work, the preliminary design, or any incidental works made in the creation of the Work.

10. Non-Destruction, Alteration, and Maintenance. The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify, or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.

14. Heirs and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and the Purchaser shall include their heirs, successors, assigns, and personal representatives.

15. Integration. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist _____

Purchaser _____