

Portrait Commission Contract

This Agreement is made on ____ (date) ____ between:

Artist:

Hilde Morris

Nordahl Bruns gt. 12A

0165 Oslo

E-mail: hmorris@online.no Telephone: +47 92298921

Purchaser:

Name: _____

Address: _____

E-mail: _____

Telephone: _____

The Artist and the Purchaser agree as follows:

1. The Purchaser is commissioning the Artist to paint a portrait of __ [subject animal's name, age, breed, gender] __.
2. Description of artwork:
 - a. Portrait type: [head only, whole animal, background type, colour preferences]
 - b. Dimensions
 - c. Medium: [oil painting, black/white drawing, pastel painting]
 - d. Support: Linen canvas, paper, MDF panel
3. Timeframe: The artist shall start on the project by __ [date] __. The Artwork shall be completed and delivered by __ [date] __.
4. The Purchaser undertakes to make the necessary arrangements to give the Artist access to the animal for making sketches and reference photographs for the Project.
5. Price: _____
6. Payment Schedule: The Purchaser agrees to pay the Artist one third of the total Price upon signature of this Agreement. The Purchaser agrees to pay the remaining 2/3 of the total Price upon delivery of the Portrait.
7. Unless otherwise agreed the Artist will deliver the Portrait to the Purchaser at the Artist's premises. The risk for the Portrait passes to the Purchaser when the Portrait is picked up by the Purchaser or, if the Portrait is not picked up at the agreed date of delivery due to the Purchaser, at the agreed time of delivery.
8. Copyright: The artist retains the Copyright to the Portrait, and may use reproductions of the Portrait in advertisements for her work and business on the internet or in

other promotional materials. The portrait may not be reproduced or altered without the written consent of the Artist.

9. Right of Refusal: In the event the Purchaser does not wish to purchase the commissioned Portrait, the Purchaser may refuse. In such case, the Artist will retain the refused Portrait and the non-refundable deposit. This is free of any claims or interests of the Purchaser, and the Purchaser will not owe any additional fees to the Artist
10. The Artist shall give the Purchaser due notice if she sees that the Portrait cannot be delivered to the agreed time.
11. Cancellation: : If the Artist does not complete the Portrait as set out under 2) Description of the Artwork and 3) Timeframe, and delivery is not hindered by Force Majeure or any circumstances on the Purchaser's side, the Purchaser may cancel this contract, unless the situation has been rectified following a written warning with a reasonable deadline. Upon cancellation both parties' obligations are nullified. However, the Artist shall offer the Purchaser to purchase sketches and drafts for a compensation that may not exceed the agreed price,
12. This Agreement is governed by Norwegian law.

In Witness Whereof the Artist and the Purchaser have executed the Agreement on the day and year written above.

Hilde Morris,
Artist

Name
Purchaser