

# Commission Agreement

## Gallery of Misfits

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

Artist: Adi Martinez

Email: tai.adi.martinez@gmail.com

Client:

Email:

Phone:

Mailing Address:

The parties agree to the following parameters:

### 1. The Project

The client is commissioning a \_\_\_\_\_ type of artwork \_\_\_\_\_ from the artist.

The medium will be \_\_\_\_\_ media \_\_\_\_\_ on \_\_\_\_\_ surface \_\_\_\_\_.

The subject matter is \_\_\_\_\_.

The approximate size will be: \_\_\_\_\_ length ✕ width ✕ depth \_\_\_\_\_.

The work will be \_\_\_\_\_ shipped / picked up \_\_\_\_\_.

The work will include protective polycrylic coating and will be unframed.

Given the nature of the creative process, the client accepts that the artwork is subject to reasonable unique variations.

### 2. Copyright

The artist reserves the common-law copyright to all works commissioned by clients, including reproduction rights and the right to claim statutory copyright.

No work may be reproduced by the client without the prior written approval of the artist.

### 3. Payment Agreement

Pricing is based on the cost of materials used, the active working time required, and the complexity of the techniques requested.

The *estimated selling price* for this commission is:      \$xxx     

Pricing reasoning:

     Materials: \$xx     

     Estimated active work hours: xx hrs     

     Hourly wage, based on technique complexity: \$xx/hr

A nonrefundable *initial deposit* of 30% of the estimated selling price is required upon returning this signed Commission Contract.

Initial deposit amount:     \$xxx    

The client acknowledges that the *final selling price* may differ from the above *estimated selling price* based on reasonable changes in active working time or the cost of materials.

The preliminary 30% *initial deposit* will be subtracted from the *final selling price*. The remaining balance is due in full upon receipt of the artwork(s) unless otherwise detailed:

\_\_\_\_\_

**4. Payment Conditions.**

In the case that the client recalls their commission before work commences, no payment of any kind is required.

In the case that the client recalls their commission after work has begun and prior to completion, the client is entitled to a 50% refund of the initial deposit.

In the case that the client recalls their commission after completion of the work and prior to shipping/pickup, the client forfeits their *initial deposit* but is not required to submit the remaining balance owed.

Payment will be submitted via the following method:

- ☐ PayPal
- ☐ Venmo
- ☐ CashApp
- ☐ GooglePay
- ☐ Zelle

\_\_\_\_\_

Artist Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Date