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Contract to Commission an Artwork

DISCLAIMER: This sample contract is written as a checklist and guide only. You should in no way use this contract in its current state as a binding agreement between you and any individual, corporation, gallery, or venue. When entering into an agreement with any institution for short- or long-term work, a lawyer or attorney skilled in legal practices pertaining to the arts should review any contracts before signing. You can use this contract as a starting point for drafting an agreement for a commission, but do not rely on this contract in its present form and do not sign it until you have had legal counsel look at it and suggest alterations or changes.

Date of the Agreement:

This agreement is between _____ (the Artist) and _____ (the Commissioning Agent)

AGREEMENT made as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Art-ist"), located at _____ (city and state, country if necessary), and _____ (hereinafter referred to as the "Commissioning Agent"), located at _____ (city and state, country if necessary), with respect to the commissioning of an artwork (hereinafter referred to as the "Work").

Information About the Preliminary Design:

The Artist agrees to create a preliminary design in the form of _____ (studies, sketches, model, drawings etc.)

Further description of design aspects _____

Date the preliminary design is to be delivered to the Commissioning Agent: _____

The Commissioning Agent's written approval of the preliminary design:

The Commissioning Agent will pay the Artist \$ _____ upon signing this agreement.

Initialed by _____ Artist and _____ Commissioning Agent.

Description of the project to be undertaken

Title: _____

Medium: _____

Size: _____

Price: _____

Tasks and activities performed in the creation of the Work:

Additional information about the project:

Commissioning Agent has _____ (days, weeks, months, years, etc.) to request any changes to the Work in the _____ (design, first, second, final stages).

Changes must be submitted in _____ (mail, email, in-person, etc.) form.

Artist will charge _____ (hourly rate) on top of regular costs, for executing these changes.

In the event that The Artist falls ill, or has a disability preventing the progress of the completion of The Work, the project can be extended for a maximum of _____.

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Should there be any delays that are beyond the control of the Artist the project may be extended for a maximum of _____.

Initialed by _____ Artist and _____ Commissioning Agent.

Payments

The initial date of payment to the Artist upon beginning the Work:

Payments scheduled during the construction of the Work: _____

Final payment is due: _____

Any additional expenses to be incurred by the Commissioning Agent (gas, travel, etc.): _____

Applicable sales tax to be paid by the Commissioning Agent:

Agreement as to the completion of the Work:

Describe, in detail what the completion of the Work entails: _____

When Work is complete the Artist will send the Commissioning Agent a written notice of completion and the amount due.

Initialed by _____ Artist and _____ Commissioning Agent.

Delivery of Work, Insurance, Shipping and Installation

Date of Delivery of Work (if applicable): _____

Who is responsible for insurance, liability, shipping, and installation?: _____

At the completion of the Work, the Work will be shipped via _____ (name carrier):

Work will be shipped to _____ (include the address of the delivery):

Work will be installed in the following manner: _____

Initialed by _____ Artist and _____ Commissioning Agent.

Termination of the Work

If the Commissioning Agent does not approve of the preliminary design, the artist shall keep all payments made and the agreement shall terminate.

The Artist may terminate this agreement in the event the Commissioning Agent is more than 60 days late in payment; however, nothing herein shall prevent the Artist bringing suit based on the Commissioning Agent's breach of contract.

The Commissioning Agent may terminate this agreement if the Artist fails without cause to complete the Work within _____ days of the completion date stated herein. In the event of termination, the Artist agrees to return to the Commissioning Agent all payments made to the Artist, but shall not be liable for any additional expenses, damages or claims.

The Commissioning Agent may terminate this agreement in the event the illness of the Artist causes a delay of more than _____ months, or if events beyond the Artist's control cause a delay of more than _____ months of the completion date provided. The Artist shall retain all payments made pursuant to the above.

This agreement shall automatically terminate on the death of the Artist. The Artist's estate shall retain all payments made pursuant to the above.

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Termination of any agreement will be made in writing.

Initialed by _____ Artist and _____ Commissioning Agent.

Ownership, Copyright and Privacy

Title of the Work remains with the Artist until the Artist is paid in full.

If the Artist terminates this contract, the rights to the Work remain with the Artist, and the Work can be sold to another customer.

The Commissioning Agent shall return all drawings and rights to the Artist.

If the Work is terminated by the Commissioning Agent in the event of illness or events beyond the control of the Artist or Commissioning Agent, the Commissioning Agent shall own the Work in whatever degree of completion and shall have the right to complete, exhibit, and sell the Work if the Commissioning Agent so chooses. The Commissioning Agent has the right to keep the preliminary drawings in order to complete the project.

The Artist reserves all rights of reproduction and all copyrights to the Work, the preliminary design, and any incidental work made in the creation of the Work. The Artist shall receive authorship credit in the event of any reproductions of the Work.

The Commissioning Agent gives to the Artist permission to use the Commissioning Agent's name, picture, portrait, and photograph, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of the Commissioning Agent's right of privacy.

The Artist shall have the right to access the Work for _____ period of time, for exhibition or other event, at no cost to the Commissioning Agent. The Artist will give the Commissioning Agent prior notice if the work is needed for exhibition or event.

Stipulations as to the agreement for future exhibition and access:

Initialed by _____ Artist and _____ Commissioning Agent.

Maintenance and Repairs

Who is responsible for the maintenance of the project?: _____

Details of the maintenance agreement: _____

Any and all repairs to be made during the lifetime of the Artist shall have the Artist's approval. The Artist will be given the opportunity to make the repairs and restorations at a reasonable fee agreed upon between the Commissioning Agent and The Artist.

Initialed by _____ Artist and _____ Commissioning Agent.

Alteration or Destruction

The Commissioning Agent agrees not to intentionally destroy, alter, modify, or change the Work in any way.

If any alteration occurs after receipt by the Commissioning Agent, the Work shall no longer be represented as the work of the Artist without the Artist's written consent.

Initialed by _____ Artist and _____ Commissioning Agent.

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Heirs and Non-assignability

This agreement is binding to all heirs, successors, assigns, and personal representatives, and the agreement covers these heirs, successors, assigns, and personal representatives.

Neither party has the right to assign this agreement without prior written consent of the other party.

Initialed by _____ Artist and _____ Commissioning Agent.

Alterations, Waivers, Notices, and Change of Address

Any alterations to this agreement shall be made in writing.

Include any waivers in writing as part of this contract:

The Commissioning Agent shall notify the Artist of any changes of address or change in the location of the Work. The Artist shall also notify the Commissioning Agent of any changes of address.

Signatures:

Signed by _____ (Artist)

On _____ (date)

and _____ (Commissioning Agent) On

_____ (date)