



Glenda M. Blake
Art Commission Contract

This is a contract between _____ ("Client"), located at:

Street: _____

City, State, Zip/Postal Code, Country: _____

Phone/s: _____

Email: _____

and Glenda M. Blake ("Artist").

Following and contingent upon preliminary consultations and agreements, Client commissions the Artist to create an artistic rendering of the subject of the Client's choice. By entering this contract, the Client acknowledges that s/he has reviewed other work of the Artist and is familiar with the Artist's style. Examples of the Artist's work can be viewed at www.greenboat.etsy.com. The Client will provide the Artist with one or more clear digital photographs from which to work, or other source material as discussed in initial consultation, and understands that the finished work of art will be an artistic interpretation, not in any way a duplication of any one photograph. Client understands that this is not a portrait commission, and likenesses of any specific human or animal figures are not guaranteed by the Artist in this commission.

Following initial consultation and discussion with the Artist, the Client commissions the Artist to create a painting or drawing of:

Subject description: _____

Client guarantees that s/he has acquired and/or granted all proper permissions and releases for the use of all images of actual persons to be shown in the commissioned artwork, and agrees to take personal responsibility, holding the Artist blameless, in the case of any disagreements or litigation concerned with subject privacy and/or portrayal.

Medium: _____ Colored Pencil _____ Other (specify) _____
 _____ Oils

Size: _____

Agreed-upon Completion Date: _____

Full Price: \$ _____
Shipping / Handling charge: \$ _____

Total:	\$ _____
Minus 30% non-refundable deposit	\$ _____
Total due after deposit	\$ _____

Client understands that the price quoted does not include framing or matting.

Client agrees to make the non-refundable deposit of 30% of full price at contract signing. (Because of credit union restrictions, personal checks or money orders must be made payable to "Glenda Blake," not to GreenBoat Design.)

Procedure

After this contract has been signed and deposit has been received, the Artist will begin work on the artwork (provided a waiting list is not in effect). The Client understands that normal completion time is approximately five weeks after the work is started. Prior to beginning the painting, the Artist will provide a working drawing of the composition, for approval/changes by the Client. During the process the Artist will provide the Client with a digital photo of the work of art in progress, for approval, before finishing the artwork and posting at <http://greenboat.etsy.com>. Once the artwork is completed and approved, the Artist will make no further changes. Final payment is due before Artist ships the final product. If the portrait is an oil painting, Artist will wait until the painting is completely touch-dry before shipping or delivery (generally, one week). Artist will take all possible precautions in packaging the work and if shipped, the work will be shipped insured.

Fees and Copyrights

Fees are for only the original artwork, and do not include copyrights or reproduction rights, which remain with the Artist unless explicitly transferred to the Client by means of an additional contract and purchase price.

Clarification of artist rights as protected by the Federal Copyright Act of 1976 and the Federal Visual Rights Act of 1991:

Purchase of a copyrighted artwork does not transfer the copyrights. The copyright to reproduce the works in copies, to produce derivative work based on the copyrighted image, and distribute copies is retained by the artist. Any transfer of this copyright must be in writing expressly identifying what rights are being sold and for what purpose.

Works of art cannot be modified without the permission of the artist. Works cannot be distributed, mutilated, or modified in any way that would prejudice the reputation of the artist.

The Artist retains the right to show this commissioned artwork in her portfolio, and will retain digital photographs of the artwork for use in exhibits, competitions, etc., including her website/s and other digital publishing uses. Should the Client decline to purchase the final work of art, s/he agrees to forfeit the non-refundable deposit and release any claim of ownership of either images used or the physical work of art, and understands that the Artist may offer the artwork for public sale as well as putting it to the uses described above.

Client Name: _____

Client Signature: _____

Date: _____

Artist: Glenda M. Blake

Artist Signature: _____

Date: _____