

**Paw-Paw's Ink Well**  
Christopher Thomasson  
5050 FM 132, Crockett, TX 75835  
936.852.3624

## Art Commission Contract

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between:

Artist's Name ("Artist"): Christopher Thomasson

and

Patron's Name ("Patron"): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

The parties agree to the following terms:

- a. The Project: Patron is commissioning a work of art created by the Artist.
- b. Subject matter will be described herein:

Frame/gallery wrap:

Substrate Materials:

Paints, etc.:

Approximate Size:

If necessary, Patron agrees to supply clear, **high quality** paper photographs (5x7 and up) or digital files (preferred) of the subject(s). The images of the subject will be used exclusively for the purpose of creating this work. Physical photos supplied by the Patron will be returned. Final works will have fidelity to the original images provided, but, as there are variations in the creative process, the client should expect a unique work and agrees that human and/or animal reproductions are open to interpretation by the Artist. The Patron recognizes the Artist's job is to capture the subject's *likeness* and any *exact* representation of the subject is implausible.

- 1 **Signature of Authenticity:** The Artist has the right to put his name and the year of completion on the Work in a permanent fashion. Placement and size to be determined but in most cases, on the bottom right corner.
- 2 **Progress Reports & Revisions:** Artist agrees to furnish the Patron with progress reports during the creation of the work, which can include pictures of the work in progress. The pictures may be digital images and sent by email. A progress report will be sent once a week. *No reply will be construed as approval.* Up to three (3) minor revisions in the work can be requested by the Patron via email, phone, or a scheduled visit. *Additional minor revisions can be made at an hourly rate of \$55/hour. Revisions should be requested as soon as possible following a progress report. The Artist determines what constitutes a minor versus a major revision. Major revisions will require a renegotiation of the price and possibly the deadline.*
- 3 **Deadline:** Artist will complete the commissioned work(s) on or before: \_\_\_\_\_, with the final pieces deliverable upon receipt of the final payment installment. Deadlines can be extended at the discretion of the Artist if the Patron requests revisions.

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- 4 **Ownership:** Upon final payment for the Work, the Patron becomes the legal owner of the Work with all rights and privileges, with the exceptions noted below.
- 5 **Non-destruction:** The Patron will not permit any intentional destruction, damage or modification of the work.
- 6 **Restoration:** If the Work is damaged the Patron will consult the Artist before any restoration and must give the Artist first opportunity to restore it, if practicable.
- 7 **Limit of Liability:** The Artist is not responsible for changes in the artwork due to improper framing and/or presentation that results in deterioration or fading. This includes but is not limited to UV degradation, moisture, humidity, molds, infestation, stains, warping, shrinkage, expansion, or any other events that occur once the Patron takes possession of the Artwork.
- 8 **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work. However, if, after the work is completed, the Patron does not wish to purchase the work, the Patron has 14 business days from the date of delivery in which he/she may refuse the created artwork. In that case, the Artist will retain the refused artwork and the nonrefundable deposit, free of any claims or interests of the Patron and the Patron will owe no additional fees to the Artist.
- 9 **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. No work may be reproduced by the Patron without the prior written approval of Artist. Patron grants Artist digital rights of artwork for promotional enterprises via the world-wide-web.
- 10 **Exhibition Borrowing:** Through mutual agreement between the parties, the Artist shall have the right to borrow the work for exhibition to the public at no expense to the Patron and without fees imposed on the artist by the client upon proof of sufficient insurance and pre-paid transportation costs.
- 11 **Payment Amounts:** The Artist and Patron will decide the selling price for each artwork in writing *prior* to the commencement of the artwork. Fees will be based upon size and complexity of completed work and will be consistent with other comparable works by the Artist at the time of sale.
- 12 **Payment Terms:** A deposit of one-half (50%) of the selling price is required before work commences. Once work commences, the deposit becomes nonrefundable. *Remaining payment due in full upon receipt of artwork(s) in addition to any incurred expenses such as mileage (delivery of 20+ miles from Artists location) or shipping.*
- 13 **Attorney's Fees:** In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorneys' fees in addition to any available remedy.
- 14 **Expiration of agreement:** This contract binds the parties, their heirs and all their successors in interest, and all Patron's obligations are attached to the Work and go with ownership of the Work, all for the life of The Artist and Artist's surviving spouse plus 21 years.

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ARTWORK QUOTE: ADDITIONS, SUBTRACTIONS AND CORRECTIONS:

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IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above. Print & Sign optional. A statement of agreement to the terms listed via digital signature is acceptable:

\_\_\_\_\_  
Patron Signature

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Patron Printed Name

Date\_\_\_\_\_

\_\_\_\_\_  
Artist Printed Name

Date\_\_\_\_\_

