

## Commission agreement between artist and client

### 1. Agreement

This is an agreement between Becki Whittington (the artist) and \_\_\_\_\_ (the client) for the creation of the art work. All rights and liabilities of either parties shall be governed by this agreement.

### 2. Description of the work

The work, to be created by the artist, shall be a rendering in mosaic of \_\_\_\_\_ approximately \_\_\_\_\_ by \_\_\_\_\_ inches/cm (to be specified), unframed.

### 3. Obligations of the artist and the client

- a. The artist shall create the work and pay for all the necessary materials and supplies.
- b. The client shall provide the personal material wanted in the art work.
- c. The client shall be responsible for the framing.
- d. The client shall be responsible for the expenses of crating and shipping the work via USPS or UPS.

### 4. Start and completion date

The artist shall undertake the creation of the work on or about \_\_\_\_\_, and shall complete it on or about \_\_\_\_\_.

### 5. Fee and schedule of payments

The client shall pay to the artist the sum of \$ \_\_\_\_\_ in total payment of the work.

The amount of \$ \_\_\_\_\_ (1/3 of the total) shall be paid at the time this agreement is signed by both parties.

The second payment of \$ \_\_\_\_\_ shall be paid when half the work has been completed and the balance of \$ \_\_\_\_\_ (final 1/3 of total) shall be paid upon delivery of the work.

I accept Paypal only, which you can use to pay from your credit card or banking account. PayPal is a third party credit card processor that keeps all your transaction information secure.

If payment is not received (or special arrangements made with my approval) in regards to the schedule of payments, the project work will stop and only resume when payment is received.

~At the time of payment, if you are from Colorado, Paypal will add state sales tax of 2.9% to your total.

### 6. Acceptance of the work

If the client is not satisfied with the work half way through completion, the artist shall make reasonable changes in a good faith effort to satisfy the client's objections. If, following such changes, the client does not accept the work, the artist shall keep any portion of the fee already paid and shall retain ownership of the work.

### 7. Title of ownership

Title of ownership in the work shall pass from the artist to the client upon the client's full payment of the artist's fee. The client shall allow the artist to show the piece on the artist's website without identification of the client.

Signature of the artist: \_\_\_\_\_

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

Signature of the client: \_\_\_\_\_

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