

PORTRAIT COMMISSION AGREEMENT

This Agreement is made the ____ day of _____, between _____
("Artist") residing at _____ and _____

_____ ("Client") residing at _____. Artist agrees to execute
the "Commissioned Work" and the Client agrees to pay for and accept delivery of the Commissioned
Work subject to the terms and conditions of this Agreement. A description of the Commissioned Work:

Dimensions _____ Medium _____

Setting/Pose/Background _____ Colors _____

Subjects name _____ Age _____ Sex _____

Other details _____

DEPOSIT AND PAYMENT. In consideration of Artist's services (including labor, equipment and materials), Client shall pay Artist the total purchase price of \$_____ in three equal installments. The first installment shall be paid upon the date of signing this Agreement and is non-refundable. The second installment shall be made _____, at approximately 50% completed (a digital image will be sent via e-mail at this time). The final payment shall be paid on or before the date of delivery of the Commissioned Work, of which Artist will give five (5) days notice. The Client shall pay the applicable sales tax with the final payment and sign a purchase and sales agreement at that time.

DELIVERY. Artist shall make a good faith effort to execute the Commissioned Work to the satisfaction of the Client prior to delivery by emailing progress periodically. The Artist agrees to deliver Commissioned Work on or before _____. If Artist fails for any reason to make delivery within such period, Artist shall be entitled to extend the delivery date for a reasonable period thereafter not exceeding a total of 60 days. In the event, however, that the Client shall refuse to accept delivery of the Commissioned Work as executed (whether such refusal is reasonable or not), the Client shall nonetheless be liable for payment of the second installment of the total purchase price as if the Commissioned Work had actually been delivered.

COPYRIGHT, OWNERSHIP. Commissioned Work is copyrighted in Artist's name. Artist also retains ownership of all rights to any preliminary drawings or sketches which may be made in connection with the execution of the Commissioned Work. Copies of finished art cannot be reproduced without Artist's written consent.

RESALE RIGHTS. If the Client sells, barter, exchanges, trades, donates, or otherwise transfers the Commissioned Work to another person, the Client shall pay the Artist a sum equal to fifteen (15) per cent of the appreciated value. In the case of transfer, the appreciated value means the difference between the fair market value of the Commissioned Work at the time of transfer and the total purchase price under this Agreement. No payment shall be required under this Article if the Client donates the Commissioned Work to a museum or other nonprofit institution, unless the Client

claims a tax deduction in respect of such donation, in which case the Client shall pay the Artist a sum equal to the difference between such deduction and the total purchase price of this Agreement.

NON-DESTRUCTION. The Client shall not intentionally destroy, change, damage, modify or otherwise alter the Commissioned Work. All repairs and restorations made during the lifetime of the Artist must have his approval. To the extent that it is practical, the Artist shall be given the opportunity to accomplish said repairs and restorations for a reasonable fee.

BORROWING. The Artist shall have the right, upon giving reasonable notice to the Client, to borrow the Commissioned Work for a period not exceeding one hundred-twenty (120) days during any one (1) year period for the purpose of public exhibition. If the Client intends to exhibit the Commissioned Work publicly, he shall notify the Artist not less than ninety (90) days prior to the exhibition. Such notice shall include the name and address of the exhibiting institution, the date of the exhibition, and the name of the curator or other person responsible for the exhibition. The Client gives to the Artist permission to use the Client's name, picture, portrait and photograph in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade and editorial uses, without violating Client's rights of privacy. Client will sign model release at time of first installation payment.

MISCELLANEOUS. Each party shall give written notification to other party of change of address prior to the date of said change. All disputes arising out of this agreement shall be submitted to final and binding arbitration. The arbitrator shall be selected in accordance with the rules of _____. The arbitrator's award shall be final and judgment may be entered upon it by any court having jurisdiction thereof.

ARTIST _____ **DATE** _____

CLIENT _____ **DATE** _____