

ART COMMISSION AGREEMENT EXAMPLE



Parties:

This Art Commission Contract (the "Contract") is entered into on /09/2023 between:

Commissioning Party:

Name:

Address:

Email:

Phone:

Artist:

Name: ETTIENE BOTHA

Company Name: EZRA ART

Address:

Email: HELLO@EZRA-ART.COM

Phone:

Website: <https://www.ezra-art.com>

Commission Details:

1. Commissioned Artwork: The Commissioning Party agrees to commission the Artist to create the following artwork:

Multi Choice:

Dimensions (Check Down Your choice)	Topic (Check Down Your choice)
56cm x 76cm (framed) Watercolor Painting - R8800	Portrait
42cm x 59.4cm (framed) Watercolor Painting - R6750	Fanart
Digital Illustration + A3 Print - R2590	Abstract/ Other
Character Design, no background + A3 Print - R1330	Illustration
	Character Design

Deadline: The deadline and how long the project will take, will be discussed with you by the 3rd of October either via email, Whatsapp or Call. If I have not reached out to you by the 3rd, please contact me.

2. Payment: The Commissioning Party agrees to pay the Artist the following compensation for the commissioned artwork:

Total Fee:

PRICES	NON-REFUNDABLE DEPOSIT
56cm x 76cm (framed) Watercolor Painting - R8800.00	R1760.00
42cm x 59.4cm (framed) Watercolor Painting - R6750.00	R1350.00
Digital Illustration + A3 Print - R2590.00	R518.00
Character Design, no background + A3 Print - R1330.00	R266.00

Payment Schedule: **20% non-refundable deposit** to be paid at the time of signing the agreement to be able to book your artwork for the coming month/s.

The project will be paid in a milestone. **First payment: 20%** deposit, **Second Payment: Midway project 40%**, **Last Payment: End of Project 40%**

3. Copyright and Usage Rights: The Artist retains the copyright to the commissioned artwork, unless otherwise agreed upon in writing. The Commissioning Party may use the artwork for personal, non-commercial purposes unless otherwise specified in writing.

4. Alterations: The Commissioning Party agrees not to make any alterations to the commissioned artwork without the prior written consent of the Artist.

5. Delivery: The Artist agrees to deliver the commissioned artwork to the Commissioning Party by the agreed-upon deadline. The Commissioning Party is responsible for any shipping or delivery costs unless otherwise agreed upon.

Cancellation:

Either party may cancel this contract in writing with 30 days' notice. If the Commissioning Party cancels, any non-refundable deposit or costs incurred by the Artist up to that point will be retained by the Artist.

Governing Law:

This Contract shall be governed by and construed in accordance with the laws of South Africa.

Entire Agreement:

This Contract contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.

Signatures:

Commissioning Party: Signature: _____ Date: _____	Artist: Signature: _____ Date: _____
---	--