



Cady Fine Art

Art Commission Agreement

Artist: Cady Fine

Client:

1. Project Information

Artwork will be designed based off the original picture or copy supplied by the client and produced on a 16 x 20-inch piece of paper. The artist will stick to the original picture as much as possible but has the freedom to change minor details based on what she thinks will look best. The project will consist of charcoal on Rives BFK paper. The final artwork will be sprayed with a final fixative. A frame is not included.

2. Project Price and Payment Terms

The price of the artwork is \$_____.

I accept payments in the form of a check, cash, Venmo, or Pay Pal. Please made checks out to Cady Fine. If you choose PayPal as your form of payment, there is a service charge of 2.9% plus \$0.30 that will be computed based on the total payment. This will be itemized and added to the final invoice.

3. Final Payment Terms

If requested, an itemized invoice will be provided to the client within three (3) days of project completion. The artist has the right to request a non-refundable deposit of 50% of the project price to commence work. Final payment is required when the work is complete. The artist will not deliver or ship artwork until payment has been made in full.

4. Revisions

The project price quoted does not include an unlimited number of revisions. I, of course, want you to be satisfied with the final look and feel of the project and I'm sure you feel the same. It has been my experience that good communication between the artist and the client can limit the revisions to just minor changes rather than complete do-overs. Minor changes and adjustments are part of the process. Do-overs are a symptom of poor communication. Having said that, for the proposed cost of this project I will include two rounds of adjustments if necessary. Beyond that, the cost of further adjustments can be negotiated. This way of doing business works to your advantage as well as mine in that your project is finished in a timely manner and within your budget.

5. Ownership of Artwork

Until full payment has been made, the artist retains ownership of all original artwork whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork to use as they see fit. The artist retains the right to use the completed project and any preliminary designs for the purpose of social media, art competitions, future publications of art, educational purposes, marketing materials and portfolio. Where applicable, the client will agree to give any necessary credit to the artist. This especially includes any social media exposure and the use of art in any public display.



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6. Production Schedule/Delivery of Project

The client will assume any shipping or insurance costs related to the project. If requested, a tracking number will be provided. The artist shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the artist. If such event(s) occur, it shall entitle the artist to extend the completion/delivery date, by the time equivalent to the period of such delay.

7. Third Party Shipping

In the event the project is requested to be shipped to a third party for framing, photographic work, or any other reason, the designer will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

8. Claims Period

Claims for defects, damages and/or complaints must be made by the client in writing within a period of ten (10) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications.

9. Cancellation

In the event of cancellation of the project, ownership of all copyrights and the original artwork shall be retained by the artist. If a deposit has been paid, it is deemed non-refundable and used as a cancellation fee. If a deposit has not been paid, the artist has a right to request that the client pay a fee for work completed based on the contract price and expenses already incurred. These terms apply for the included reason of dissatisfaction from the client.

10. Acceptance of Agreement

The above prices, specifications and conditions are hereby accepted. The artist is authorized to execute the project as outlined in this agreement. Payment will be made and can be adjusted as proposed above. This agreement is not valid until signed by client and returned to the artist. Artwork may not commence until the artist has receive the agreement.

Client Signature

Date

Client Name (Please Print)