

AGREEMENT FOR COMMISSIONED ARTWORK

(Painting Title)

Artist: **Lauri Wedgworth (legal name Lauri Minas)**

Purchaser:

Address: 6350 NE Chestnut Street

Address:

Hillsboro, OR 97124

City, State

Phone: 503-803-3816

Phone:

email: lauri.minas@intel.com

Email:

www.WedgworthArt.com

WHEREAS Artist will create that certain work of art ("the Work"):

Title:

Dimensions:

Media:

Year:

WHEREAS the parties want the Artist to have certain rights in the future economics and integrity of the Work.
The parties mutually agree as follows:

- 1. DESCRIPTION OF THE PROJECT.** The Artist, Lauri Minas, agrees to complete a painting with description. Completion date goal is _____.
- 2. SALE.** Artist hereby creates the Work for the Purchaser at the agreed value of \$_____.
- 3. COSTS.** Purchase price includes all costs, both direct and indirect, in creating the Work and delivering the Work to the Purchaser, including purchase of raw materials, paints, inks, consumables, studio expenses, labor, packaging, shipping, installation and taxes.
- 4. PAYMENT TERMS.** This Agreement goes into effect upon the Artist receiving \$___ which is considered to be the half of the total price of \$____. The remaining sales price of \$_____ shall be paid to the Artist upon completion of the work. Final payment is due upon approval of the Work by the Purchaser.
- 5. PROGRESS REPORTS:** Artist agrees to furnish the Purchaser 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 upon request by the Purchaser, but no more frequently than once a week.
- 6. DEADLINES.** Target completion date for the Work is _____. This is based upon the Purchaser paying \$_____ by _____ to the Artist.. Artist will make every effort needed to complete the painting by _____++. Should the painting not be completed by _____ the Artist agrees to a 25% discount on final payment of \$_____. Discount does not apply if Purchaser delays approvals during the painting process.

7. **FRAMING.** The Work will be delivered unframed. Artist agrees to frame painting for additional costs of frame materials (no labor charge).
8. **DELIVERY OF THE WORK.** Artist will deliver the Work to the Purchaser on or before_____.
9. **REVISIONS.** The project price quoted does not include an unlimited number of revisions. For the proposed cost of this project (\$_____) Artist will include two rounds of adjustments. Beyond that, the cost of further adjustments can be negotiated. This will insure that your project (the Work) is finished in a timely manner and within your budget.
10. **PRODUCTION SCHEDULE.** The Purchaser will assume any shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the Purchaser. The Artist shall not incur any liability or penalty for delays in the completion of the project due to actions (e.g. delays in feedback at any stage or negligence for stage approval by Purchaser, 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.
11. **TIME FOR SCANNING OF WORK.** If the Work is finished just prior to the goal date, the Purchaser agrees to lend the Work back to the Artist for scanning. The scanning process usually takes one to two weeks. Upon completion of the scanning, the Artist will return the Work to the Purchaser. Schedule for Work scanning will be determined by the Purchaser. Scanning date will not be greater than six months from Work completion.
12. **CANCELLATION.** In the event of cancellation of the project, ownership of all copyrights and the original artwork shall be retained by the Artist, and a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Purchaser.
Charges for services rendered will be 25 percent if the Work is cancelled during the initial sketch stage, 50 percent if cancelled after completion of the sketch stage and 100 percent if cancelled after the final Work is completed.
13. **OWNERSHIP.** Upon final payment for the Work, the Purchaser becomes the legal owner of the Work with all rights and privileges, with the exceptions noted below.
14. **REPRODUCTION RIGHTS.** Artist retains all copyright rights and rights to reproduce the Work in all forms. This includes, but is not limited to using the image of the Work on Artist website, in portfolios, in future paintings, etc. It also seeks permission to use the original painting for future exhibits, at shows and competitions. The Artist will provide instructions about handling, packaging and mailing to such exhibits or shows. If Purchaser costs for the same are to be reimbursed by the Artist, a separate addendum will be signed by both parties to this agreement.
15. **NON-DESTRUCTION.** Purchaser will not permit any intentional destruction, damage or modification of the Work.
16. **RESTORATION.** If the Work is damaged, Purchaser will consult Artist before any restoration and must give Artist first opportunity to restore it, if practicable.
17. **NOTICE.** The Artist has the right to put her name and the year of completion on the Work in a permanent fashion. Placement and size to be determined by Artist.
18. **INSTALLATION OF THE WORK.** The Work will not be installed for the Purchaser. The Artist will insure that the Work has proper hanging hardware attached to make it straightforward for hanging.
19. **EXPIRATION.** This agreement binds the parties, their heirs and all their successors in interest, and all Purchaser's obligations are attached to the Work and go with ownership of the Work, all for the life of the Artist.
20. **ATTORNEY'S FEES.** In any proceeding to enforce any part of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any available remedy.
21. **WARRANTY.** The Artist is obligated to create the Work in a professional and craftsman-like manner.

22. FUTURE RESPONSIBILITY. The Artist is not responsible for changes in the Work due to climate, humidity, moisture, molds, infestation, stains, warping, shrinkage, expansion, corrosion or any other events that occur to the Work over time.

23. ADDITIONS, SUBTRACTIONS AND CORRECTIONS:

ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are hereby accepted. The Artist is authorized to execute the Work as outlined in this Agreement. Payment will be made as proposed above. This Agreement is not valid until signed by Purchaser and returned to the Artist. Typing in the Purchaser's name is accepted as hand signed.

Date: _____

Artist: _____

Purchaser: _____