

Contract to Commission an Artwork

AGREEMENT made as of the day _____ of _____, _____, between Victoria Rudd (hereinafter referred to as the "Artist"), located at _____ and _____ (hereinafter referred to as the "Purchaser"), located at _____.

WHEREAS the Artist is a recognized professional artist; and

WHEREAS the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art ("the Work") in the Artist's unique style; and

WHEREAS the parties wish to have the creation of this work of art governed by the mutual obligations, covenants and conditions herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Preliminary Design. The Artist hereby agrees to create the preliminary design for the Work in the form of studies, sketches, drawings or paintings described as follows:

_____ in return for which the Purchaser agrees to pay a fee of \$_____ upon the signing of this Agreement. The Artist agrees to develop the preliminary design according to the following description of the Work as interpreted by the Artist

Title _____ Medium _____
Size _____ Price _____
Description _____

The Artist shall deliver the preliminary design to the Purchaser within _____ days of the date hereof. The Purchaser may, within two weeks of receipt of the preliminary design, demand changes, and the Artist shall make such changes for a fee of _____ per hour; provided, however, that the Artist shall not be obligated to work more than _____ hours making changes.

2. Progress Payments. Upon the Purchaser's giving written approval of the preliminary design, the Artist agrees to proceed

with construction of the Work, and the Purchaser agrees to pay the price of \$_____ for the Work as follows: 33 % upon the giving of written approval of the preliminary design, 33 % upon completion of 33 % of the construction of the Work, and 34 % upon the completion of the Work. The Purchaser shall also promptly pay the following expenses to be incurred by the Artist in the course of creating the Work: _____.

The Purchaser shall pay the applicable sales tax. Completion of the Work is to be determined by the Artist, who shall use the Artist's professional judgment to deviate from the preliminary design as the Artist in good faith believes necessary to create the Work. If, upon the Artist presenting the Purchaser with written notice of any payment being due, the Purchaser fails to make said payment within to weeks of receipt of notice, interest at the at the rate of ____ % shall accrue upon the balance due. The Purchaser shall have a right to inspect the Work in progress upon reasonable notice to the Artist.

3. Date of Delivery. The Artist agrees to complete the Work within _____ days of receiving the Purchaser's written approval of the preliminary design. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, theft, strikes, shortages of materials and Acts of God. Time shall not be considered of the essence with respect to the completion of the Work.

4. Insurance, Shipping, and Installation. The Artist agrees to keep the Work fully insured against fire and theft and bear any other risk of loss until delivery to the Purchaser. In the event of loss caused by fire or theft, the Artist shall use the insurance proceeds to recommence the making of the Work. Upon completion of the Work, it shall be shipped at the expense of the Purchaser to the following address specified by the Purchaser: _____. If any special installation is necessary, the Artist shall assist in said installation as follows: _____.

5. Termination. This Agreement may be terminated on the following conditions:

(A) If the Purchaser does not approve the preliminary design pursuant to Paragraph 1, the Artist shall keep all payments made and this Agreement shall terminate.

(B) The Purchaser may, upon payment of any progress payment due pursuant to Paragraph 2 or upon payment of an amount agreed in writing by the Artist to represent the pro rata portion of the price in relation to the degree of completion of Work, terminate this Agreement. The Artist hereby agrees to give promptly a good faith estimate of the degree of completion of

the Work if requested by the Purchaser to do so.

(C) The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty days late in making any payment due pursuant to Paragraph 2, provided, however, nothing herein shall prevent the Artist bringing suit based on the Purchaser's breach of contract.

(D) The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within ninety days of the completion date in Paragraph 3. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payment made pursuant to paragraph 2, but shall not be liable for any additional expenses, damages or claims of any kind based on the failure to complete the Work.

(E) The Purchaser shall have a right to terminate this Agreement if, pursuant to Paragraph 3, the illness of the Artist causes a delay of more than six months in the completion date or if events beyond the Artist's control cause a delay of more than one year in the completion date, provided, however, that the Artist shall retain all payments made pursuant to Paragraphs 1 and 2.

(F) This Agreement shall automatically terminate on the death of the Artist, provided, however that the Artist's estate shall retain all payments made pursuant to Paragraphs 1 and 2.

(G) The exercise of a right of termination under this Paragraph shall be written and set forth the grounds for termination.

6. Ownership. Title to the Work shall remain in the Artist until the Artist is paid in full. In the event of termination of this Agreement pursuant to Subparagraphs (A), (B), (C), or (D) of Paragraph 5, the Artist shall retain all rights of ownership in the Work and shall have the right to complete, exhibit and sell the Work if the Artist so chooses. In the event of termination of this Agreement pursuant to Paragraph 5 (E) or (F), the Purchaser shall own the Work in whatever degree of completion and shall have the right to complete, exhibit and sell the Work if the Purchaser so chooses. Notwithstanding anything to the contrary herein, the Artist shall retain all rights of ownership and have returned to the Artist the preliminary design, all incidental works made in the creation of the Work and all copies and reproductions thereof and of the Work itself, provided, however, that in the event of termination pursuant to Paragraph 5 (E) or (F) the Purchaser shall have a right to keep copies of the preliminary design for the sole purpose of completing the Work.

7. Copyright. The Artist reserves all rights of reproduction and all copyrights in the Work, the preliminary

design and any incidental works made in the creation of the Work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work or any reproductions of the Work.

8. Privacy. The Purchaser gives to the Artist permission to use the Purchaser'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 violation of the Purchaser's rights of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Work, the preliminary design or any incidental works made in the creation of the Work.

9. Non-Destruction, Alteration and Maintenance. The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.

10. Repairs. All repairs and restorations which are made during the lifetime of the Artist shall have the Artist's approval. To the extent practical, the Artist shall be given the opportunity to accomplish said repairs and restorations at a reasonable fee.

11. Possession. The Purchaser agrees that the Artist shall have the right to possession of the Work _____ days every _____ years for the purpose of exhibition of the Work to the public, at no expense to the Purchaser. The Artist shall give written notice at least _____ days prior to the opening and provide proof of sufficient insurance and prepaid transportation.

12. Non-Assignability. Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, retain the right to assign monies due to the Artist under the terms of this Agreement.

13. Heirs and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives, and references to the Artist and the Purchaser shall include their heirs, succors, assigns and personal representatives.

14. Integration. This Agreement constitutes the entire understanding between the parties. Its terms can be modified

only by an instrument in writing signed by both parties.

15. Waivers. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

16. Notices and Changes of Address. All notices shall be sent to the Artist at the following address:

_____ and to the Purchaser at the following address:

_____. Each party shall give written notification of any change of address prior to the date of said change.

17. Governing Law. This agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist: _____

Purchaser: _____

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