

Contract for Commissioned Artwork

I, _____, contract Elise Ondak (artist), to create the following art project.

Subject: _____

Medium: _____

Size: _____

Substrate: _____

Additional Information:

Price of Completed Artwork: _____

Deposit to Start Work: _____

Approximate Completion Date: _____

TERMS AND CONDITIONS:

1. *Minimum 50% Deposit due at contract signing and is non-refundable.*
2. *It is understood that the Artist shall use her best aesthetic judgement to create the art, using her own photos and photos provided by Collector as a guide.*
3. *The Artist agrees to keep Collector informed of progress through email, or in person at an agreed upon time. All changes to likeness must be made at this time, before final varnish.*
4. *Collector agrees that Artist shall not have liability or responsibility to protect, replace, repair, redo, insure, or have any concern about the Finished Painting once final deposit is made.*
5. *Collector agrees to pay for all shipping, framing expenses, and sales tax where required.*
6. *Collector may cancel agreement at any time. In consideration of the Artist's effort, Collector agrees that all payments made prior to cancellation remain property of Artist, and is non-refundable.*
7. *Collector agrees that no-changes are to be made to painting after varnish is applied.*
8. *It is understood that Collector is owner of original art only. All reproduction rights are retained by the Artist, including promotional use of art.*
9. *This agreement shall be deemed made in the State of Ohio and Ohio law shall govern its interpretation. Any disputes arising shall be adjudicated in the Court of Common Pleas of Lake County, Ohio. Collector agrees to pay all reasonable collection costs, court costs, and attorney fees in conjunction with any award or judgement to Artist.*
10. *This agreement is binding on the parties, their heirs, assigns, and successors in interest, and shall survive the death of either party.*

(Collector) _____ Date: _____

(Artist) _____ Date: _____