

SAMPLE

Contract to Commission an Artwork

AGREEMENT made between Linda Witte Henke (hereinafter referred to as the "Artist"), located at 7139 Maple Bluff Lane, Indianapolis, IN 46236, 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 own 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. Definition of the Work.

Working Title:
Medium:
Price:
Description:

2. Payments. The Purchaser agrees to pay the price of \$_____ for the Work as follows: 75% upon approval of the design and 25% upon the completion of the Work. The Purchaser shall pay the applicable sales tax, if any, with the final payment. 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. 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 from the date of this contract's ratification. 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. Shipping and Installation. Upon completion of the Work, it shall be delivered to the following address specified by the Purchaser: _____. If any special installation is required, the costs of such installation shall be the responsibility of the Purchaser.

5. Ownership. Title to the Work shall remain with the Artist until the Artist is paid in full.

6. 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 receive authorship credit in connection with the Work. Images and/or descriptions of the Work may not be reproduced, stored in a retrieval

system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without prior written permission of the Artist, except that the Purchaser may, without the Artist's permission, include photographic images of the Work in the Purchaser's internal publications and on the Purchaser's web site.

7. 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.

8. 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.

9. 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.

10. Notices and Changes of Address. All notices shall be sent to the Artist at the following address: 7139 Maple Bluff Lane, Indianapolis, IN 46236. Each party shall give written notification of any change of address prior to the date of said change.

11. Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

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

Linda Witte Henke, Artist

Purchaser's Authorized Representative

Date

Date