



Jean Broden Art

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Commissioned Art Agreement

Name of Client/Company

01/01/18

Address

Address

Phone/FAX

Name of Person Commissioning Art

Your job number (will also be the invoice number);

PROJECT TITLE:

DESCRIPTION:

SCHEDULE: 1st Deposit _____, Sketch _____, 2nd Deposit _____, Final & Balance _____

1) RESERVATION OF RIGHTS REGARDING IMAGE: Original artwork becomes the property of the Customer, however; the Artist retains copyright use of the image. Only the Artist may use the image or sketches of the image in any form of print or involving any sale of the image. All rights not expressly granted above are retained by the Artist, including any electronic rights or usage, and including, but not limited to, all rights in sketches, or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.

2) REVISIONS: Revisions may be made only by the Artist at the sketch stage. Additional fees may be charged for revisions made after sketch approval and second payment has been made, and for revisions reflecting a new direction to the assignment, or new conceptual input. Every effort will be made to assure Customer satisfaction with the final product.

3) CANCELLATION FEES: Cancellation fees are due based on the amount of work completed. Deposit money will not be returned after Customer approval has been given for that stage of the

process. If work is canceled or postponed before the final stage, Eighty percent (80%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation all rights to the art revert to the Artist and all original art must be returned, including sketches, or other preliminary materials.

4) PAYMENT: A Thirty percent (30%) payment is due upon receipt of signed contract and agreement on image. An additional Thirty percent (30%) payment is due upon approval of sketch image, at which point the final work will begin. Payment for finished work is due upon acceptance, net 30 days. Pick-up in person or shipping arrangements will be made upon receipt of final payment. A two percent (2%) monthly service charge will be billed against late payment.

5) ADDITIONAL EXPENSES: Shipping costs will be the responsibility of the Customer. Shipping charges will be added to the final invoice. Work picked up by the Customer will not incur any shipping charges.

6) PERMISSIONS AND RELEASES: The Customer agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Customer for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

Signature of Artist

date

Signature of Customer

date

Signature of Customer

date