



## Contract for Portrait Commission

Artist's Name: Tatiana V. Kochan

Purchaser's Name: \_\_\_\_\_

This is a contract between (client) \_\_\_\_\_,

Located at:

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

and Tatiana V Kochan (Artist). Client wishes to commission the artist to create an artistic portrait of the subject of the client's choice. By entering this contract, the client acknowledges that they have reviewed other work of the artist and are familiar with the artist's style. Examples of the artist's work can be viewed at <http://tatianakochanart.com>

Date \_\_\_\_\_

Name(s) of Painting Subject \_\_\_\_\_

Medium \_\_\_\_\_

Dimensions \_\_\_\_\_

Misc. Description

Sittings required? \_\_\_\_\_

Photography only? \_\_\_\_\_

Price \$ \_\_\_\_\_ + sales tax \_\_\_\_\_ = Total Price \_\_\_\_\_

1. Purchaser agrees to pay a non-refundable amount of 50% of Total Price (\$ \_\_\_\_\_) to the Artist upon signing this contract and the remaining 50% (\$ \_\_\_\_\_) upon satisfactory completion of the painting described above.

2. The Artist will create a painting based on the description above. The Artist agrees to create up to three preparatory sketches, color studies, or photographic mock-ups from which to obtain Purchaser's approval before beginning the commissioned painting. These images may be emailed to the purchaser for approval. If the artist and Purchaser are not 100% satisfied with initial sitting and/or photo shoot, an additional sitting may be scheduled free of charge.



3. All photos and sketches are property of the Artist.

4. The Artist agrees to complete and deliver the Commissioned Painting on or before the date of \_\_\_\_\_

5. In the event that the Artist cannot deliver the painting or the Purchaser cannot pick it up, Purchaser agrees to pay all necessary shipping expenses.

6. The Artist's rights are protected by the Federal Copyright Act of 1976 and the Federal Visual Rights Act of 1991. Purchase of a copyrighted artwork does not transfer the copyrights. The copyright to reproduce the works in copies, to produce derivative work based on the copyrighted image, and distribute copies is retained by the artist. Any transfer of this copyright must be in writing expressly identifying what rights are being sold and for what purpose.

7. Artist will own the copyright and the right to show the piece in her portfolio, and will retain slides/computer files/pictures of it for use in exhibits, competitions, etc, including her website. However, artist agrees to maintain the anonymity of the subject if requested.

I hereby agree to all terms and conditions set forth in this contract:

Artist \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_

Please make checks payable to Tatiana Kochan