

Parties

This Agreement is entered into between:

Artist/Designer & Business Entity: Reynaldo Castro – Brush Upon
and

Client or Company Name: _____

Effective Date: _____

Scope of Services

The Artist agrees to provide creative services which may include but are not limited to:

Graphic Design

Examples include:

- Logo design
- Branding and identity systems
- Album artwork and promotional graphics
- Marketing materials
- Digital media assets

Illustration

Examples include:

- Editorial illustration
- Apparel graphics
- Book or album artwork
- Poster illustrations
- Digital illustrations

Custom Fine Art

Examples include:

- Original paintings or drawings
- Mixed media artwork
- Commissioned artwork for private or commercial use

The exact project details, deliverables, dimensions, formats, and deadlines will be agreed upon in writing before work begins.

Project Process

The Artist will complete the project in the following stages:

1. Concept Development
2. 2-3 Initial Draft(s) or Sketch(es)
3. Client Review
4. Revision Phase (1 final revision upon review with designer & client.)
5. Final Artwork Delivery

The number of drafts and revisions will be determined prior to the start of the project. Additional revisions outside the agreed scope may incur additional fees.

Timeline & Delays

The project will begin once this agreement is signed by both parties and the initial payment has been received ("Project Start Date"). The estimated timeline is as follows:

- Sketching / Concept Development: Approximately 1 week from the Project Start Date
- Initial Draft Concepts: Approximately 2 weeks from the Project Start Date
- Client Review & Revisions: Approximately 3 weeks from the Project Start Date
- Final Artwork or Design Delivery: Approximately 4–5 weeks from the Project Start Date

All timelines are estimates and may vary depending on project complexity, revision requests, or, for traditional media, drying and production time.

Final timelines will be confirmed with the Client prior to the start of the project.

The Designer/Artist is not responsible for delays caused by:

- Delayed Client feedback or approvals
- Third-party vendors (including printers or manufacturers)
- Shipping or delivery issues
- Unforeseen circumstances beyond reasonable control

Client Responsibilities

The Client agrees to:

- Provide clear project information and references
- Respond to drafts or revisions within a reasonable timeframe
- Provide final approval before production or delivery

Delays in communication may affect project timelines.

Payment Terms

A non-refundable deposit of 50% is required before work begins.

Remaining 50% balance is due:

- Upon final approval
- Before delivery of final high-resolution files or artwork
- 50% is payable within 14 business days of receipt.

Payments may be made through:

- Invoice
- Website checkout
- Approved payment platforms

Late payments may incur additional fees; a \$50 service charge is payable on all overdue balances for reissuing each invoice at 30, 45, and 60 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

Pricing

Total Project Price:

\$ _____

Payment Structure:

- 50% deposit required before work begins
- Remaining 50% due upon completion
- Each additional revision beyond the two included revisions will be \$75 per revision.
- Shipping, framing, printing, or special materials may be billed separately if applicable.

There may be projects, including design, illustration, or custom artwork, where pricing varies based on project complexity, usage rights, and timeline.

Project costs may include, but are not limited to:

- *Creative labor*
 - *Licensing and usage fees*
 - *Materials (for physical artwork)*
 - *Printing or production costs (if applicable)*
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Revisions

The project includes a limited number of revisions as agreed upon at the start of the project.

Any additional revisions, expanded work, materials, or changes to the original project scope requested by the Client may result in additional fees.

Major changes requested after final approval may require a new agreement and pricing structure.

All additional fees and expenses will be outlined in the final invoice.

Cancellation & Fees

If the Client cancels the project after work has begun, the following terms apply:

Upon cancellation, all copyrights and ownership of the artwork remain solely with the Designer/Artist unless otherwise agreed in writing. The Client may cancel the project at any time with written notice. The initial deposit is non-refundable.

The Client agrees to pay for all work completed up to the date of cancellation. If the value of completed work exceeds the deposit, the Artist may invoice an additional amount based on project progress, typically ranging from **25% - 100% of the remaining balance**.

All work remains the property of the Artist until full payment is received. The Client may not use any work unless paid for in full.

**Refunds will only be issued in the event of a breach of contract by the Designer/Artist.*

Copyright & Ownership

The Artist retains full copyright ownership of all original artwork unless otherwise agreed upon in writing.

Upon final payment, the Client receives a license to use the artwork for the agreed purpose.

Ownership of copyright is not transferred unless explicitly purchased through a separate agreement.

Licensing & Usage Rights

Usage rights are granted based on the intended use of the artwork.

Examples may include:

- Personal use
- Commercial use
- Merchandise
- Advertising
- Digital media

Unauthorized reproduction, resale, or modification of the artwork is prohibited without written permission from the Artist.

Portfolio & Promotional Rights

The Artist retains the right to display completed work in:

- Portfolio
- Website
- Social media
- Promotional materials
- Publications

This helps document the Artist's body of work and professional experience.

Client is not required to display the Designer/Artist's name when using the work. However, Client may not misrepresent or claim authorship of the work.

If a Non-Disclosure Agreement (NDA) is requested and signed, Designer/Artist agrees not to publicly display the work until the NDA term has expired.

Delivery of Artwork

Final artwork will be delivered in agreed formats such as:

- High-resolution/quality digital files
- Print-ready files
- Physical artwork (if applicable)

Shipping costs for physical artwork may be the responsibility of the Client; however, this is subject to change depending on the scope of the project, delivery requirements, and the specific circumstances of the sale

Liability

The Artist will not be held responsible for:

- Third-party printing errors
- Improper reproduction by vendors
- Copyright violations caused by client misuse of artwork

Dispute Resolution & Governing Law

Any dispute under or related to this Agreement shall be submitted to and resolved through arbitration via:

<http://www.judge.me>

Each party will bear their own legal costs. Any court may enforce the arbitration award.

This Agreement shall be governed by the laws of the State of California, United States of America.

Agreement Acceptance

By commissioning services from the Artist, the Client agrees to the terms outlined in this agreement.

Client Name: _____

Signature: _____

Date: _____

Artist Name: _____

Signature: _____

Date: _____

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