

Date: \_\_\_\_\_

Mural Contract

Commission Agreement Between: The Ryan Marsh Gallery  
and \_\_\_\_\_

1. Description of the work:

All ideas, photos, renderings, colors, etc. will be made into a Design Rendering, agreed upon by Client and Artist before paint is started.

2. Obligations of Artist & Client:

Artist shall purchase materials necessary for the creation of the artwork and be reimbursed for cost by client.

- a) Client shall bear the expense of any transportation or living costs incurred by the artist away from their studio, sales tax, or custom duties, insofar as such expenses or installation of the work.
- b) Artist shall create the artwork, or in certain circumstances oversee the work of a hired sub-contractor.
- c) Client shall hire and compensate any additional labor services necessary for preparation of the wall and/or installation of the artwork.
- d) Client shall secure any building permits necessary for the lawful creation and execution of the work.
- e) Client shall provide OSHA compliant scaffolds when necessary.
- f) Any major changes that client requests of artist, in paint and after Design Rendering, will result in paying artist an additional \$100 per hour to create change(s).
- g) Work area must be prepped, and free from pets and/or children.

3. Start and Completion:

The artist shall undertake the creation of the artwork on date: \_\_\_\_\_ and be completed with work, unless undergoing final changes and/or additions deemed by client with additional compensation to artist by the date of \_\_\_\_\_.

4. Additional Artwork Compensation:

Any additional artwork done by the artist shall be negotiated and compensated separately from this agreement.

5. Fees and Schedule of Payment:

- 1) A consultation fee of \$80.00 is due for all on location discussions, measurements, and foreseeable challenges. A consultation fee outside of our residential county will be adjusted to suit.

Design Renderings start at a cost of \$100.00. Renderings show the proposed idea(s) in a realistic view on the subject wall or environment. This serves as a guide and project understanding for all parties.

Fee(s) may be waived with the acceptance Artist.

- 2) All jobs under the price of \$5,000 are to be paid in full.

Work priced over \$5,000 may be paid as follows:

- a. 20% due upon agreement
- b. 40% due when project begins
- c. 40% due day of completion

6. Exploitation of Artwork:

Not with-standing the assignment of any advertising & promotion rights to the client. The artist shall retain all copyrights of the artwork. The artist shall be entitled to reasonable advance notice of any publicity or photographic reproduction of the work. As well as, be entitled to customary and appropriate identification as the creator of the work.

7. Maintenance of Mural:

- a) Client shall notify artist promptly in the event of need for any maintenance or restoration services so that the artist may have a reasonable opportunity to perform such work themselves, supervise, or consult in performance.
- b) Artist shall be compensated by the client for future maintenance. In absence of any need for restoration, the work is to remain free of altercation by the client, who shall take reasonable precautions to protect the mural from damage or destruction by external forces.
- c) In the event of altercations or damage due to proposed renovations or demolition of a structure to which the artwork is affixed, the artist shall be entitled to notification, by the client, affording the artist a reasonable opportunity to reclaim the artwork by removing it whole, at the artists expense.

The Ryan Marsh Gallery  
(Ryan & Roxie Denney-Marsh)

Emailed contract goes into effect upon payment of project.

Artist Signature: \_\_\_\_\_  
\_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

