

Dissolve Art, LLC

Custom Art Commission Contract

This Agreement is made on the ____ day of ____ (month) ____ (year) between the following:

The Artist

Name: Alene Nitzky (hereinafter referred to as the "Artist")

Address: 2813 Balmoral Drive, Fort Collins, Colorado 80525

Phone: (970) 372-7330 Email: alene@dissolveart.com

The Purchaser (hereinafter referred to as the "Purchaser")

Name: _____

Address: _____ ZIP _____

Phone: _____ Email: _____

WHEREAS, the Purchaser admires the work of the Artist and the Purchaser wishes to commission the Artist to create a work of art (hereinafter referred to as 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: _____ Dimensions and Depth (inches) _____

Price: \$ _____ Orientation: (Square, Portrait, or Landscape) _____

Description: _____

The Artist will create the Work of art based on the description above. The Artist agrees to create a preliminary design of the Work in the form of a sketch or study based on the description above before starting the commissioned artwork. All preliminary designs are property of the Artist and may be emailed or texted to the Purchaser for approval. The

Purchaser will respond with approval or contact the Artist to ask questions about the design within five (5) days of the date the email or text is sent. The Artist will make changes to the preliminary design with written approval by text or email of the Purchaser. Completion of the Work shall 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 complete the Work. The Purchaser shall have the right to inspect the Work in progress upon reasonable notice to the Artist.

2. Payments. The Purchaser agrees to pay the price of the WORK as follows:

First payment: A nonrefundable payment of 50% of the Price of the Work is due before the Artist begins work on the commission and is due up signing this contract.

Balance of payment: The balance of payment is due upon completion as described herein. Remaining 50% of the price of the Work + Applicable Sales Tax \$_____ + Necessary Shipping Expenses \$_____ = Total \$_____. The Purchaser will pay the applicable sales tax and necessary shipping expenses with the final payment.

3. Completion, Delivery, Shipping, Framing, and Installations. The Artist agrees to complete the Work on or before the following date _____. This completion date may be extended for such period of time if Artist is disabled by injury or illness preventing progress of the Work. If the Purchaser cannot pick up the Work, or lives more than 15 miles from the Artist, or delivery cannot be arranged for any reason, Purchaser agrees to pay all necessary shipping expenses, including insurance for the purpose of shipping, with the final payment. The framing and installation of the Work and any associated costs of such framing and installation shall be entirely the responsibility of the Purchaser.

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

5. Copyright. The Artist reserves all copyrights and rights of reproduction 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. 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 website.

6. Privacy. The Purchaser gives the Artist permission to use the Purchaser's name, picture, portrait, and photograph of the Work in all forms of media and in all manners, including but not limited to exhibition, display, advertising, trade, and editorial uses without violation of the Purchaser's right of privacy and 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 work made in the creation of the Work.

7. Right of Refusal. In the event the Purchaser does not wish to purchase the commissioned Work, the Purchaser may refuse. In that case, the Artist will retain the refused Work and the non-refundable first payment. This is free of any claims or interests of the Purchaser and the Purchaser will not owe any additional fees to the Artist.

8. Returns. There are no returns once the Purchaser takes possession of the Work.

9. Non-destruction, Alteration, and Maintenance. The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify, or change the Work in any way whatsoever. If alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental, and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.

10. Non-Assign ability. Neither party hereto shall have the right to assign this Agreement without the prior consent of the other party. The Artist shall, however, retain the right to assign monies due to the Artist under the terms of the Agreement.

11. Heirs and Assigns. This Agreement shall be binding on the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and, the Purchaser shall include their heirs, successors, assigns, and personal representatives.

12. 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 thereof.

13. Notices and Changes of Address. All notices shall be sent to the Artist at the following address: 2813 Balmoral Drive, Fort Collins, Colorado, 80525. Each party shall give written notification of any change of address prior to the date of said change.

14. Integration. This agreement constitutes the entire understanding between the parties. Its terms can only be modified by an instrument in writing signed by both parties.

15. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

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

Alene Nitzky, Artist

Purchaser's Authorized Representative

Date

Date