



EBHPortraits.com
 Liz Hendrix
 Pet Portraits from photos

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Contract for Commissioning Artwork

This agreement has been made on _____ between the Artist, Elizabeth B. Hendrix, and the Client, _____.

Client: _____

Address: _____

Phone: _____

E-mail: _____

1. Identification of Artwork to be Commissioned

The Artist agrees to produce from reference photos (supplied by Client):

Description: _____

Medium Selected: Oil Paint Ink and Color Pencil
 Frame not included Matting included

2. Timeline

From the date of signing the contract, the Artist agrees to complete the Artwork

_____.

3. Payment

The Artist is being paid for the Artist's labor and the purchase of supplies necessary to complete the Commissioned Artwork for the Client. A *non-refundable* set up fee is required before the Artwork is started. For CA residents 7.5% sales tax will be added to the final price less the set-up fee. Please make checks payable to E.B. Hendrix

Non-refundable set up fee: _____ Final Payment (due on completion): _____

Total: _____

4. Acceptance of Artwork

Acceptance of Artwork is acknowledged by full payment of the remaining monies due.

5. Cancellation of Contract

If the Commissioned Artwork does not meet the expectations of the Client at completion, there is no obligation for the Client to accept the Artwork. However, the non-refundable set up fee will remain non-refundable as originally agreed. The cancelled Commissioned Artwork will remain the property of the Artist.

If extenuating circumstances arise and the Artist is unable to complete the Artwork by the contract date agreed upon, the Artist will notify the Client and provide a new delivery date. If the new delivery date is unacceptable to the Client, this contract will be cancelled and the non-refundable set up fee returned to the Client. Artwork will remain the property of the Artist.

6. Delivery of Artwork

The Commissioned Artwork will be delivered when full payment has been received and has cleared the Artist's bank account.

The method of delivery shall be confirmed and agreed upon between Artist and Client. The Client is responsible for all costs associated with the agreed upon method of delivery.

The Artist is not responsible for damage or loss while the Artwork is in transit.

7. Care of Artwork After Delivery to Client

The Client is responsible for caring for, maintaining, and preserving the Artwork. The Artist is not held responsible for any damage once the Artwork is in the Client's possession.

The Client is to be aware that mediums and materials may deteriorate over time, though the Artist has taken care to use good quality materials.

8. Copyright

The Client agrees that the work is created by Elizabeth B. Hendrix and **the Artist retains ALL copyright**. No reproduction or manipulation in any form is allowed without the Artist's permission.

I/We hereby understand and agree to, by signing this contract, the terms and conditions stated above for the commissioning of the Artwork described by the Artist and paid for by the Client.

Client:

Print Name

Signature and Date

Artist:

Elizabeth B. Hendrix

Signature and Date