



Commission Contract

This agreement is between Samantha Tzambazis (Artist) and _____(Client).

This agreement was made on _____.

Contact Information

Artist: Samantha Tzambazis

Client:

Phone:

Phone:

Website:

Address:

Email:

E-mail:

Agreement Details

The Client has commissioned the Artist to create a custom piece of artwork based on the following details:

- Size:
- Subject:
- Reference photo:
- Time to complete: _____ (as long as no major changes are requested).
- Deposit needed by: _____ to ensure commission is completed on time.

Changes to layout or details may be subject to a price adjustment.

- Price: \$ _____ CAD
- Shipping: Can be added at the expense of the Client.

A deposit is required before the commission can begin. An outline of the commission will be sent to the Client for approval, and upon Client approval, the commission will proceed. Progress photos will be provided throughout the process, and when requested.

Pickup of the finished artwork is available in Oshawa, ON, or Mississauga, ON. The address will be provided if requested for pickup purposes only.



Payment Details

Upon full payment by the Client, the Artist will release the custom artwork. The artwork will come with an authenticity card at no extra charge if requested.

The Client agrees to pay the full amount in two separate payments:

- First payment includes a non-refundable deposit of \$_____ CAD (60% of the total cost) for the commission to begin.
- Second payment: The remainder of \$_____ CAD (to total \$_____ CAD) must be made before the artwork is shipped or at the time of pick-up. If the Client wishes to pay in full at the time of the deposit, only the non-refundable deposit amount will be retained if the Client cancels after the commission has started. Once the commission is completed, if the Client decides to cancel, the deposit and 50% of the second payment amount will not be refunded. The Client agrees to complete the purchase no later than one month after the artwork's completion date. After this period, a monthly storage fee of 20% of the artwork's total cost will apply for up to an additional 5 months. After a total of 6 months without payment, the artwork will be considered abandoned. Alternatively, if the Client can no longer complete payment, they may deem the artwork abandoned to avoid extra storage costs. In such cases, the deposit will not be refunded, and the Client remains responsible for 50% of the second payment if the artwork is completed. However, this 50% can be waived at the Artist's discretion. Any abandoned artwork will be disposed of by the Artist as deemed appropriate.

Accepted Payment Methods:

- E-transfer: payments@artasimagined.com
- Credit/debit: Via Wix Processing in person or online



Artist Rights

The Artist retains the exclusive intellectual rights and copyright to the artwork in all media/ technology created now or that may develop in the future.

The Client does not have permission to reproduce, exhibit, advertise, broadcast, display, distribute, or create derivative works of the commissioned artwork. If the Client wishes to use the artwork for any of these purposes, additional arrangements must be made, where the Client pays the Artist royalties.

If the Client wishes to purchase the artwork's copyright, additional fees will apply, and a separate agreement will be made and signed by both parties.

The Client agrees that the commissioned artwork will be used for personal use only (including posting on social media, as long as the Client does not claim to be the creator).

Social Media and Portfolio Usage Clause

1. Photo Posting and Portfolio Usage

The Client consents to allow the Artist to photograph the commissioned work and post it on social media platforms and the Artist's business website for portfolio purposes. The Artist agrees to use watermarks on these images to ensure proper attribution and protect the work from unauthorized use.

- Client consent:

_____ Yes

_____ No

2. Timelapse Video Creation and Posting

The Client consents to allow the Artist to create a timelapse video of the commissioned work's creation process.

- If the Client consents to the timelapse video being posted on social media platforms, including YouTube, there is no additional charge for this service.

- If the Client requests a timelapse without public posting, a fee of \$75 CAD will be applied. The Client may confirm this preference before final payment, and the \$75 fee will be added to the final balance accordingly.

- If the Client does not want a timelapse of the work posted in any format, they must notify the Artist before the commission begins. This ensures that the Artist will not film or document the creation process.

- Client consent for Artist to film timelapse of commission:

_____ Yes

_____ No



Disability Disclaimer:

The Artist lives with a chronic illness, and is committed to maintaining transparency and fairness in the commission process. Due to the unpredictable nature of their condition, they may need to take breaks during work sessions. To ensure that these breaks do not impact Client's project time line, the Artist will schedule larger time slots than anticipated to accommodate their condition while managing multiple projects. This approach helps the Artist deliver quality work within expected timelines despite potential health fluctuations. If Client has any questions in regards to the nature of the Artist's chronic illness, they may ask questions in a respectful manor. Thank you for your understanding and support.

By signing below, the Client acknowledges and agrees to the terms outlined.

Signatures

Artist signature

Client Signature
