



Commission Contract

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

This agreement was made on _____.

Contact Information

Artist: Samantha Tzambazis

Phone: (905)-243-0188

Website: www.artasimagined.com

Email: sammietzambazis@artasimagined.com

Client:

Phone:

Address:

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 Square 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

Post Date:

If this commission is a gift or private, please indicate the date after which the Artist may share the artwork online or for promotional purposes.

Do not post until: _____



2. Timelapse Video Creation and Posting

The Client understands that timelapse videos are not guaranteed and are created at the Artist's discretion, subject to availability, scheduling, and workload.

The Client may grant consent for the Artist to record a timelapse video of the commissioned work's creation process.

If the Client consents to the timelapse being posted publicly on social media platforms (including YouTube), no additional fee will apply.

If the Client requests a timelapse for private use only, the timelapse is not guaranteed and a fee of \$75 CAD will apply only if the timelapse is successfully recorded. The Client will not be charged unless the Artist confirms that recording took place.

During high-demand or busy periods (including but not limited to holidays such as Christmas), the Artist may be unable to record a timelapse due to time constraints or scheduling limitations.

If the Client requires a timelapse regardless of the Artist's availability, additional fees will apply. A custom quote will be provided and must be approved in writing before work begins.

If the Client does not wish for any timelapse or recording to be created, they must notify the Artist before the commission begins. In this case, the Artist will not film or document the creation process.

A final invoice will be issued upon completion of the commission and may include approved add-ons, changes made during the process, and applicable shipping costs.

Client Timelapse Preference (check one):

Standard Timelapse (Not Guaranteed / Public Posting Allowed)

No additional fee if posted publicly.

Private Timelapse Only (Not Guaranteed / \$75 CAD if Recorded)

Fee applies only if the Artist confirms the timelapse was successfully recorded.

Guaranteed Timelapse (Quote Required)

Priority recording regardless of demand or scheduling. Additional fees apply and require written approval.

No Timelapse or Recording

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

Date

Client Signature

Date