



Spectrum DIY Commission Contract

Date:

On this day Hikari Hawking, doing business as Spectrum DIY, agrees to produce commissioned artwork for _____ at the total price of \$ _____

Contact Information

Artist: Hikari Hawking

Email: hikari@spectrumdiy.com

Customer First and Last Name: _____

Address: _____

Email: _____ Phone: _____

Payment

Base Price (Before 6.25% Sales Tax) (Amount):

Deposit Required upfront (Amount): _____ Remainder Due at completion (Amount): _____

All Payment(s) will be processed through an invoice or transaction sent via one of the following: Spectrum DIY Online Store / PayPal / CashApp / Venmo.

Anticipated Completion

Due Date - The Artist intends to complete this artwork by: *

***Late Delivery** - ALL attempts will be made to complete the artwork by the above listed date but in the case of unforeseen circumstances, the customer will be notified of any delays within 72 hours of the due date or as soon as a delay is caused. (This is especially applicable for crochet works, which take significant time to produce.).

Details of the Artwork

The piece of artwork will satisfy the following requests of the customer: (Include info such as framing, what it will look like, what kind of file it will be delivered as, number of figures, etc.).

Medium:

Physical Dimensions or Digital Dimensions:

Special color preferences for background or other content:

Other details:



Reference Photo (s): Quality reference photos matter and make a huge difference in the end product of portraits. It also helps to have multiple reference photos for the best capture. The Customer confirms that provided reference photos are of the best quality available, well lit and without significant obstruction such as graininess or blurriness. If the supplied photos do not meet these qualifications, then the insufficiency will be noted below and the customer understands that it may heavily impact the success of the artwork as far as subject recognizability. ANY insufficiencies with or requested alterations from the Reference photo(s):

Refusal

Right to Refusal: The Customer retains the right to not purchase commissioned artwork at any time. Please note that any money already paid before refusal, will not be refunded to the Customer under these circumstances. This statement relieves The Artist of being indebted to Customer if this occurs.

Upon Completion

Approval: Upon completion, the Artist will supply images of the completed work for the Customer's approval. If the Customer has not paid in full then the images will be heavily watermarked. These watermarks will not obstruct the view of the artwork so much that the Customer will not be able to determine approval. (This does not apply to crochet works or other physical items)

Revisions: Satisfying the customer is of utmost importance but there ARE limits to what will be altered at the request of the customer. The Artist will only make revisions that are within the confines of existing style and that do not clash with the mission or vision of the artist. This is for the intent of staying committed to business purpose and brand.

One (1) round of revisions are offered free of charge. After that there is a flat rate of \$60 for revisions. The Customer will be notified of a new completion date at the request of any revisions. (This does not apply to crochet works or other physical items)

Copyright: Artist retains all copyright of the produced artwork. Ultimately this means that the customer has permission to share the work publicly and use it on display for private use but any reproduction of the work, especially reproductions that will be used for profit or commercial uses, is strictly prohibited unless approved by the artist in writing. Failing to do so is a crime and may result in legal action.

Is this piece approved for any kind of reproduction use?* : YES / NO

*If yes, this does NOT constitute the selling of copyrights. These are merely the approved circumstances of the reproduction agreement:

Sharing of Art: Social media sharing and other public sharing of artwork are vital for **marketing purposes** of the Artist. This includes, but is not limited to, artwork potentially being displayed on artist's Facebook, Instagram, Twitter, TikTok, YouTube, website, studio, brochures, web and print advertisements and business documents. The Customer consents to completed work, as well as reference photos, being used for these purposes. (exceptions continued)



Sharing Continued: If there are things that the customer does not consent to being used this way, then they are as follows (This may result in a higher price as it ultimately hurts the Artist's ability to advertise business representatively):

Marketing Exception Fee (if applicable):

Customer Privacy: Spectrum DIY will agree to hold off on the sharing of artwork if that is necessary for the plans of the customer (such as birthday gifts, usage for an event etc). Are there any dates/times that the customer prefers artwork be concealed until? : Y / N If yes, these are the details of the hold:

Giving Credit: When sharing work publicly, either online or in person, the Customer agrees to give the Artist credit though clear and visible labeling, tagging or verbal acknowledgement. Obstruction or concealment of the signature is prohibited.

Delivery for PHYSICAL Art: Shipping will be calculated in the final price and is subject to UPS/USPS prices at the time of shipping. We strictly ship within the continental US. Customer has (30) days after completion of work, to accept delivery or make delivery arrangements or artwork may be auctioned and customer forfeits works. No refunds are given in the case of abandonment (Which is non-delivery or Pick-up, within (30) days of completion)

Insurance: If getting artwork shipped, please note that Spectrum DIY is not responsible for any possible damage incurred during shipment. Spectrum DIY will pack artwork with the finest packing procedures for fragile materials and label the package "Fragile" but this does not guarantee damage free delivery. Shipping Insurance can be purchased by the customer ahead of time.

\$ Extra Fees: Applicable Delivery Fee, Shipping Fee or Shipping Insurance Cost (if desired) due prior to shipping + payment method:

Delivery for DIGITAL Art: Files will be emailed to customer.

Resending of Digital Art: If the Customer requires the files be sent again, the Artist will require a \$20 fee. Full rendering, downloading and uploading may be required again which takes significant time and storage.

Signature

Total Price (after fees/taxes):

Customer Signature:

Date:

Artist Signature:

Date