

Commission Agreement  
Between

Artist	Address
Collector	Address

- I. Collector has asked Artist to conceive of and create an original painting.
- II. The price of the work is \$\_\_\_\_\_. The price does not include the costs described below.
  - A. Collector will pay be a non-refundable fee of \$300 fee for sketches and/or collages (up to three (3)) on signing the agreement.
  - B. If Collector needs more than three (3) rounds of sketches and/or collages, each round will cost an additional \$150.
  - C. Within \_\_\_\_\_ days of signing this agreement, Artist will propose the work to the Collector.
  - D. If Collector does not accept Artist's current proposal within 30 days, Artist does not have any more obligations to Collector.
  - E. If Collector accepts Artist's proposal, Collector will pay Artist 50% of the work's price within 30 days of accepting the proposal, and Artist will finish the work within \_\_\_\_ days of receiving this payment.
  - F. Collector will pay Artist the remaining 50% upon delivery of the finished artwork.
- III. Collector will promptly provide Artist (at the Collector's expense) any requested photos, documents, or other information that Artist needs to create the work.
- IV. Collector will cover the costs of insurance, shipping, and any storage of the finished artwork.
- V. Collector may not allow any modification to the work during Artist's lifetime without Artist's written permission. If anyone modifies the work during Artist's lifetime without written permission, the work will no longer be attributable to Artist.
- VI. Artist does not wave rights under the Visual Artists Rights Act.
- VII. Artist will retain the copyright to the work. Artist grants the Collector a limited, nonexclusive right to reproduce images of the work for non-commercial purposes, as long as they are credited as "Courtesy of Tammi Brazee, Ridgway, Colorado."
- VIII. Artist continues to own any drawings, models, molds, and similar materials created for making and installing the work.

IX. This agreement states complete understanding and replaces any earlier understandings between Collector and Artist. They may only modify this agreement in writing, signed by both Collector and Artist. Collector agrees that Artist will be entitled to specific performance and injunctive and other equitable relief to prevent or remedy any breach of this agreement. If a court hold any part of this agreement illegal, void, or unenforceable, the rest of the agreement will remain enforceable. The waiver of one right is not a waiver of any other right. This agreement shall not be interpreted for or against Artist (or for or against Collector) because the signatories (or respective council) drafted a contested provision. In any proceeding to enforce this agreement, the losing party will pay the winning party's reasonable attorney's fees.

X. Colorado state law shall govern this agreement, regardless of conflict-of-law principles.

Dated: \_\_\_\_\_

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Artist's signature

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Collector's/Buyer's signature