

COMMISSION

Commission Request Form

Please complete the fields below. See the following pages for the full terms of this agreement.

Your details

CUSTOMER NAME

STREET ADDRESS

CITY, STATE, ZIP CODE

DATE ORDERED (MM/DD/YYYY)

The piece

DESCRIPTION OF THE WORK — INCLUDE AS MANY DETAILS AS POSSIBLE

MEDIUM

SIZE

TITLE (IF DETERMINED)

PHOTO INCLUDED

PRELIMINARY SKETCHES NEEDED

☐ Yes ☐ No

☐ Yes ☐ No

DESCRIBE IN DETAIL WHAT THE COMPLETION OF THE WORK ENTAILS FOR YOU

AGREEMENT

Agreement for Commissioned *Artwork*

To be completed prior to beginning work.

01 Additional information about the project

- Izzy's Art & Soul (hereafter, the Artist) agrees to create a preliminary design in the form of sketches, drawings, etc. if noted in the order form above.
- The Customer (hereafter, the Commissioning Agent) has two (2) weeks to request any changes to the Work in the final phase.
- The Commissioning Agent must submit requests for changes in writing. The Artist reserves the right to charge an hourly rate on top of regular costs, for executing these changes.
- In the event that the Artist falls ill or has a disability preventing the progress of the completion of the Work, the project can be extended by agreement of the Commissioning Agent.
- Should there be any delays that are beyond the control of the Artist, the project may be extended for a maximum of _____
- When the Work is complete, the Artist will send the Commissioning Agent a written notice of completion and the amount due.

02 Payments

- The Commissioning Agent will pay Izzy's Art & Soul 25% of the purchase price upon signing this agreement.
- Final payment is due upon notification of the Work's completion. The Work remains with the Artist until the Artist is paid in full.

03 Delivery of work, insurance, and shipping

DELIVERY DATE (MM/DD/YYYY)

METHOD OF DELIVERY

IF SHIPPED, RESPONSIBLE PARTY FOR INSURANCE, LIABILITY, AND SHIPPING

☐ Artist / Izzy's Art & Soul ☐ Customer

SHIPPING ADDRESS IF DIFFERENT FROM ABOVE

04 Termination of the work

- If the Commissioning Agent does not approve of the preliminary design, the Artist shall keep all payments made, and the agreement shall terminate.
- The Artist may terminate this agreement in the event the Commissioning Agent is more than 90 days late in payment.
- The Commissioning Agent may terminate this agreement if the Artist fails without cause to complete the Work within 90 days of the completion date stated herein. In the event of termination, the Artist agrees to return to the Commissioning Agent all payments made to the Artist, but shall not be liable for any additional expenses, damages, or claims.
- The Commissioning Agent may terminate this agreement in the event the illness of the Artist causes a delay of more than six (6) months or if events beyond the Artist's control cause a delay of more than six (6) months of the completion date provided. The Artist shall retain all payments made pursuant to the above.
- This agreement shall automatically terminate on the death of the Artist. The Artist's estate shall retain all payments made pursuant to the above.
- Termination of any agreement will be made in writing.

05 Ownership and copyright

- If the Artist terminates this agreement, the rights to the Work remain with the Artist, and the Work can be sold to another customer.
- The Commissioning Agent shall return all drawings and rights to the Artist.
- If the Commissioning Agent terminates the Work in the event of illness or events beyond the control of the Artist or Commissioning Agent, the Commissioning Agent shall own the Work in whatever degree of completion and shall have the right to complete, exhibit, and sell the Work if the Commissioning Agent so chooses. The Commissioning Agent has the right to keep the preliminary drawings in order to complete the project.
- The Artist reserves all rights of reproduction and all copyrights to the Work, the preliminary design, and any incidental work made in the creation of the Work. Unless otherwise agreed upon, the Artist shall retain the right to any reproductions or prints made of the Work.
- The Artist shall have the right to access the Work for three (3) months, for exhibitions or other events, at no cost to the Commissioning Agent. The Artist will give the Commissioning Agent prior notice if the work is needed for an exhibition or event.

06 Stipulations as to future exhibition and access

Any and all repairs to be made during the lifetime of the Artist shall have the Artist's approval. The Artist will be given the opportunity to make the repairs and restorations at a reasonable fee agreed upon between the Commissioning Agent and the Artist.

07 Alteration or destruction

- The Commissioning Agent agrees not to intentionally destroy, alter, modify, or change the Work in any way.
- If any alteration occurs after receipt by the Commissioning Agent, the Work shall no longer be represented as the work of the Artist without the Artist's written consent.

08 Heirs and non-assignability

- This agreement is binding to all heirs, successors, assigns, and personal representatives, and the agreement covers these heirs, successors, assigns, and personal representatives.
- Neither party has the right to assign this agreement without prior written consent of the other party.

09 Alterations, waivers, notices, and change of address

- Any alterations to this agreement shall be made in writing. Include any waivers in writing as part of this agreement.
- The Commissioning Agent shall notify the Artist of any changes of address or change in the location of the Work. The Artist shall also notify the Commissioning Agent of any changes of address.

10 Signatures

ARTIST'S SIGNATURE

DATE (MM/DD/YYYY)

COMMISSIONING AGENT'S SIGNATURE

DATE (MM/DD/YYYY)

ATTACH ANY ALTERATIONS OR WAIVERS OF THIS AGREEMENT.

[Email this form to Izzy](#)

Save this PDF with your answers filled in, then attach it before sending.