

Contract to Commission an Artwork

AGREEMENT made as of the _____ day of _____, 2005, between

Emily Wilson (hereinafter referred to as the "Artist"), located at

_____ and

John Q. Art-lover (hereinafter referred to as the "Purchaser"), located at

1. Details of the work.

Title:

Medium:

Size:

Price

Total:

Description: This paragraph will include a description of the work(s), the size, subject matter and colors involved.

The Artist shall deliver the preliminary design to the Purchaser on DATE. The Purchaser may, within 5 days of receipt of the preliminary design, ask for changes, and the Artist shall make such changes.

2. Payments. Upon the Purchaser's giving written approval of the preliminary design and the Artist agrees to proceed with construction of the Work, the Purchaser agrees to pay the price of \$____ for the Work as follows: __50__% upon the giving of written approval of the preliminary design and __50__% upon the completion of the Work.

3. Date of Delivery. The Artist agrees to complete the Work within _____ days of receiving the Purchaser's written approval of the preliminary design.

4. Copyright. The Artist reserves all rights of reproduction, sales of reproductions in various forms and all copyrights in the Work, the preliminary design, and any incidental works made in the creation of the Work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work or any reproductions of the Work.

5. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, USA.

The parties hereto have signed this **Agreement** as of the date first set forth above.

Emily Wilson _____ Date: _____

Purchaser _____ Date: _____

Approval of Preliminary Design

AGREEMENT made as of the _____ day of _____, 2005, between

Emily Wilson (hereinafter referred to as the "Artist"), located at

and

John Q. Art-lover (hereinafter referred to as the "Purchaser"), located at

I, _____ (Purchaser) have examined and accepted the preliminary design and agree to continue with the commission.

I, _____ (Purchaser) have examined and do not accept the preliminary design for the commission of artwork and I will work with the artist on the following changes:

The parties hereto have signed this **Approval of Preliminary Design** as of the date first set forth above.

Emily Wilson _____ Date: _____

Purchaser _____ Date: _____