

*Meg Black Studios
48 Prospect St.
Topsfield, MA 01983
O: 978-887-8670
C: 351 201 0804
www.megblack.com*

Sample Commission Contract:

Patron:

Description of artwork to be commissioned:

Construction: The artwork will be created using abaca, (commercially used for marine cordage and nautical rope), cotton, linen, canvas, pigment and pearlescent pigment. It will be mounted on Gator Board, an acid free durable mat board. The pigments used are pure pigments that are guaranteed not to fade, discolor or otherwise break down in any way during the life of the artwork as long as it remains installed in its original location, and is used only for its intended, decorative purpose. Any artwork which does not meet this guarantee will be repaired or replaced free of charge for up to two years after its installation.

Size:

Details: Cost includes mounting on gator board. Cost does/does not include custom frame, shipping or crating.

Time Frame: Due xx, 20xx.

Cost: This cost covers all mentioned above. A 50% deposit (xx.00) is due with this signed contract. The final 50% payment (xx.00) is due at the time of delivery

Legal considerations: This document constitutes the entire agreement between the artist and the patron. In signing this document, the patron accepts the following conditions:

1. The work will be unframed. It will measure approximately _____ inches unframed.
2. It will be in the style of the artist, along the lines of (work chosen in **questionnaire**) _____ and created in (YEAR) _____, but, as there are variations in the creative process, the patron should expect a unique work.

3. The artwork will be based on photographic images of the following subject matter: _____, and taken EXCLUSIVELY by the artist. The primary source of photographic images for the commissioned work will be chosen by the artist with input from the patron
4. The photographic images of the subject will be used exclusively for the purpose of creating this work. The artist reserves the rights to all photos which she takes of the subject for the purpose of creating the artwork.
5. The artist reserves the right to use reproductions of the artwork to promote Meg Black Studios. This includes the right to display reproductions of the work on the artist's website and common social media sites. Should the patron wish to create reproductions of the work, the artist asks that the patron refrain from selling these reproductions and, instead, distribute them for free.
6. The artist shall have the right to borrow the work for exhibition purposes by mutual agreement with the patron. The artwork will be photographed before leaving the patrons location to ensure it is returned in the same condition.
7. if the patron does not accept the final artwork, they may apply the 50% down payment to another already existing work and Meg Black will keep the work created for them with the intention of selling it to another interested party.
8. During the course of the commission, the patron may request a revision of the initial composition. A "revision" is understood to mean a slight change in palette or composition. A "major change" such as in subject matter, palette, or overall size of the work will involve a renegotiation of the agreed upon fee.
9. If this is a public commission involving a committee, please identify the contact person _____. Meg Black will communicate exclusively with this designated person.
10. This contract binds the parties, their heirs and all their successors in interest, and all Purchaser's obligations are attached to the Work and go with ownership of the Work, all for the life of the artist.
11. In any proceeding to enforce any part of this contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any available remedy.
12. The Artist is obligated to create the work in a professional and craftsman-like manner. If, within 30 days after the sale is final, the patron is not satisfied with the work, Meg Black will do what she can to fix the problem, and if that's not possible, the patron can return the work to the artist and the final payment of 50% will be refunded.

Thank you for supporting my work.

Meg Black, (Artist)

Date _____

Pablo Picasso (Patron)

Date _____

