

Yvonne Kitchen's Portraits from Nature
2539 Pioneer Road, Talent, OR 97540
541-535-5365, ykitchen@jeffnet.org

CONTRACT TO COMMISSION AN ARTWORK

AGREEMENT made as of _____, _____, between Yvonne Kitchen (hereinafter referred to as the "Artist"), located at 2539 Pioneer Rd, Talent, OR 97540, and _____ (hereinafter referred to as the "Client"), located at _____.

WHEREAS the Artist is a recognized professional artist; and

WHEREAS the Client admires the work of the Artist and wishes to commission the Artist to create a work or art ("the Work") in the Artist's unique style; and

WHEREAS the parties wish to have the creation of this work of art governed by the mutual obligations, covenants and conditions herein;

NOW, THEREFORE, in consideration of the forgoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Preliminary Design. The Artist hereby agrees to create the preliminary design for the Work in the form of a rough clay gestural rendering of the subject in a pose described by the Client and consistent with agreed upon reference photos and to send photographs of said preliminary design to the Client for approval in return for which the Client agrees to pay a fee (non-refundable down-payment) of \$_____ upon the signing of this Agreement. The Artist plans to develop the preliminary design according to the following description (including measurements as requested by the Artist) of the Work as interpreted by the Artist.

Title _____ Medium: _____

Size _____ Price _____

Description of Work: _____

The Artist shall deliver photos of the preliminary design to the Client within _____ days of the date hereof. If the Client requests changes in the format of the design, he/she will be responsible for any additional fees necessitated by these changes, at the discretion of the Artist.

The Client agrees not to hold the Artist responsible for delays caused by failure on the Client's part to provide a signed order form, scheduled payment, photographs or other materials to the Artist in a reasonable or agreed upon time.

The Client warrants that he/she owns the copyright in all photographs or other materials supplied to the Artist for creation of the sculpture or that he/she has obtained permission in writing from the copyright owner to use such photographs in creation of the Work. The Client agrees to provide the Artist with requested measurements of the horse and/or rider for an accurate portrayal.

2. **Progress Payments.** Upon the Client's giving written approval of the preliminary design, the Artist agrees to proceed with construction of the Work, and the Client agrees to pay the remaining price of \$ _____ for the Work as follows: \$ _____ upon approval of the preliminary design, \$ _____ upon completion of the construction of the work with return of client's approval of foundry ready clay. The final payment will include the entire shipping/handling fee and any extra cost for a special base. This payment will be due upon receipt of the Work by the Client in satisfactory condition. Completion of the Work is to be determined by the Artist, who shall use the Artist's professional judgement to deviate from the preliminary design as the Artist in good faith believes necessary to create the Work.

3. **Date of Delivery.** The Artist agrees to complete the work within _____ days of receiving the Client's written approval of the preliminary design. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress on the Work. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, theft, and Acts of God.

4. **Insurance and Shipping.** The Artist agrees to keep the Work fully insured against fire and theft and bear any other risk of loss until delivery to the Client. In the event of loss caused by fire or theft, the Artist shall use the insurance proceeds to recommence the making of the Work. Upon completion of the Work, it shall be shipped at the expense of the Client to the following address specified by the Client: _____.

5. **Cancellation/Termination.** If the Client cancels the commission after the Artist has begun creation of the Work, the deposit and all other fees paid to that point may be retained by the Artist, to compensate for time and materials spent on it to that point. The Work will remain the property of the Artist who may complete it and offer it for sale or make use of it in any other manner. The Artist shall have the right to terminate this Agreement in the event the Client is more than sixty days late in making any payment, and the Client shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within ninety days of the completion date in Paragraph 3.

6. Copyright/Privacy. The Artist reserves all rights of reproductions and all copyrights in the Work, the preliminary design and any incidental works made in creation of the Work. The artwork cannot be reproduced or altered without written consent of the Artist. Reproduction rights for other than resale purposes may be granted to the client by the Artist at her discretion.

The Client gives to the Artist permission to use images of the Work in all manners, including but not limited to exhibition, display, advertising, trade and editorial uses. The Artist reserves the right for two years following completion of the Work, to request the loan of the Work for exhibition in major juried competitions with all insurance and shipping fees to be paid for by the Artist. The Artist will not use the Client's name in any of the above without permission in writing from the Client.

7. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist: _____

Client _____