
THE OUTSIDE IN

Piermont, NY 845.398.0706 art@theoutside.in

ARTEFACT FROM THE LOWER HUDSON VALLEY

Commission Artwork Agreement

Date: _____

Contact: _____

Phone: _____

Email: _____

PROJECT TITLE & DESCRIPTION:

(Include Type of object/subject matter; media, size; price & any relevant production information. Attach images or sketches if applicable.)

SCHEDULE: (itemize project by due dates in the space below with percentage of final outcome). ***Completion Date:*** (*Date of delivery to gallery*): _____

Commission Artwork Agreement

PAYMENT TERMS: A nonrefundable deposit of one- half of the selling price is required before work commences. Artist will receive percentage from deposit before work is expected to commence. Payment in full is due upon receipt of artwork(s). Late payments accrue 12% compounded daily. Artworks not delivered to the gallery by agreed completion date receive similar penalties that are extracted from the Artists percentage unless agreements have otherwise been made with the gallery and client.

UNIQUENESS AND HANDMADE VARIABILITY: All work is handmade to order by the Artist for the Client. Variations in source materials, process and outcomes are expected and must be anticipated by the Client prior to entering into this agreement. Benchmarks may be drafted into this agreement steering the decision course of the project by option of the Client.

REVISIONS: Only the Artist may make Revisions at the sketch stage. Additional fees will be charged for revisions made after approved sketches, and for revisions reflecting a new direction to the assignment, or new conceptual input.

CANCELLATION AND KILL FEES: Cancellation (“kill”) fees are due based on the percentage of amount of work completed at the time of termination. Fifty percent (50%) of the final fee, which is based on this percentage of work done, is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage the remaining payment is due thirty days later. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation or kill all rights to the art revert to the Artist and all original art must be returned, including sketches, comps, or other preliminary materials.

COPYRIGHT: Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.

FRAMING: All artwork pricing is considered as unframed pieces. Framing options are available and must be discussed with the gallery to be incorporated in the final price.

DELIVERY OF WORK: It is expected that the artist will deliver all artworks to the OUTSIDE IN and be picked up at The OUTSIDE IN by the client, unless alternative arrangements are pre-arranged.

INSTALLATION: The OUTSIDE IN is available to provide services for installation and take no responsibility for the substrate or structure upon installation. The OUTSIDE IN agrees to ensure proper hanging hardware or plinth structure already attached to the work.

The Client agrees to indemnify and hold The OUTSIDE IN harmless against any and all claims, costs, and expenses, including attorney’s fees, due to the artist’s inability to procure the Work.