

Artwork Agreement - Art of Eden

Eden Mills - Owner



The agreement entered into as the ___ day of _____, 20___, between _____ (hereinafter referred to as the “Client”), and Eden Mills (hereinafter referred to as the “Artist”), concerning the creation of custom artwork, as outlined in the Statement of Work below (hereinafter referred to as the “Artwork”).

Both parties agree as follows:

Statement of Work. The Artist agrees to create the Artwork in accordance with the following specifications:

Subject Matter: _____

Size of painting: _____

Medium: _____

Other Specifications: _____

Due Date. The Artist agrees to deliver the completed piece of artwork within the following due date: ___MM___DD___YYYY specified in the commission inquiry form, after the later signing of this Agreement, or, if the Client is providing reference, layouts, specifications after the Client has provided those materials to the Artist.

During this time the Client may request up to 2 rounds of revisions. The refined painting shall be delivered within the due date the client provides on the commission request form. The Finished art shall be delivered within the due date the client provides on the commission request form.

Artist Credit. The Artist shall be credited as “Eden Mills” whenever credit for the Artwork is given.

Commission and Grant of Rights. Upon receipt of full payment, the Artist will continuously own the Copyright of the final Artwork. The client owns the original physical piece after the pick-up of the custom Artwork and shall not use the custom Artwork piece to make a profit from or to be used for commercial use if not permitted by the Artist.

The Client agrees that the Artwork piece can be used by the Artist:

For use of marketing and social media posts.

For the use of products, prints, and publication.

If the Client wants to produce profitable merchandise from the custom Artwork, the Client must request permission from the Artist. A royalty fee will be required upon request of the Artist and the Client must agree that 10% of each profitable item sold will be granted to the Artist.

In the location of _____

For the following time _____

Other limitations _____

With respect to the usage shown above, the Client shall agree to the rights and regulations of the Artist and the Artwork.

Additional Usage. If the Client wishes to make any additional uses of the Artwork, the Client agrees to seek permission from the Artist and make such payments as are agreed to both parties at the time.

Reservation of Rights. All rights not expressly granted hereunder are reserved to the Artist, including but not limited to all rights in sketches, comps, or preliminary materials.

Deposit. The Client agrees to pay a non-refundable deposit of \$50.00 for the Artwork, paid in advance before artwork begins. The fee is non-refundable, even if the Artwork is not used or obtained by the Client.

Payment and Taxes. The Client must agree to pay the remaining balance along with the state of North Carolina Sales Tax of 6.75% upon completion of the Artwork when the Artist notifies the Client about the finished Artwork.

Promotion. The Artist has the right to use the artwork for self-promotional purposes.

Cancellation. In the event of cancellation by the Client, the deposit will not be refunded.

In the event of cancellation, the Artist shall own all rights to the Artwork.

Warranty. The Artist represents and warrants that:

- a) The Artist has full power to make this Agreement.
- b) The Artist is the sole creator of the Artwork and is the owner of the rights herein granted.
- c) The Artwork is original and has not previously been published.

- d) The Artwork does not contain any obscene, libelous, or defamatory matter.
- e) The Artwork is in no way a violation or an infringement of any existing copyright or license.

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

Artist Signature: _____ Date: _____

Artist Printed Name: _____

Client Signature: _____ Date: _____

Client Printed Name: _____