**ARTWORK COMMISSION AGREEMENT – ODDBALL ART & DESIGN (EMMA MADDOCK)**

This Agreement (“Agreement”), entered this \_\_\_\_\_\_\_\_\_\_ (date), between Emma Maddock (“Artist”) and \_\_\_\_\_\_\_\_\_\_\_(your name) (“Client”), shall govern the respective rights of Artist and Client with respect to the artwork described herein.

**I. Scope of Work Commissioned**

Artist and Client expressly agree that the artwork to be created by Artist pursuant to Client’s specifications shall be limited to, unless modified in a writing signed by both parties, the following artwork, hereafter known as “the Work”:

* [Describe Artwork name, type, material, dimensions].

Artist agrees that the Work shall be of high quality, artistically produced, with aesthetic content technically correct and matching description and specifications as agreed upon between Artist and Client before the Work began.

**II. Deadlines and Completion**

Upon receipt of Client’s specifications pursuant to Section I, which Client agrees are true and complete at the time of execution of this Agreement, Artist agrees to complete the Work upon the following schedule:

* (number) days following the signature of this Agreement for \_\_\_\_\_\_\_

**III. Rights Transferred**

Artist and Client agree that the following rights shall be transferred from Artist to Client upon receipt of full payment.

Artist agrees to award the following non-exclusive license of the right to display, transfer, and sell the Work to the Client.

This license contains the following explicit exclusions:

* The right to authorship credit is retained by Artist.
* The Artist holds exclusive rights to create derivative works of the Work.
* The Work may not be modified in any way by anyone besides the Artist.

**IV. Compensation**

The Client shall pay Artist an hourly fee of $30 CAD an hour or an agreed-upon flat amount as total compensation for the project described above. Activities charged under the hourly fee include:

* Setting up and preparing materials, as well as takedown;
* Planning how to execute the piece on the selected medium;
* Painting, drawing, or any other sort of physical art activity to create the piece.

 Payment shall be made as follows:

* An initial deposit based on the cost of materials, agreed upon by the Client and Artist before the Work begins;
* The remainder of the payment in full before the Work is received.

Additional fees will be charged for revisions that are not due to any fault on the part of the Artist made after (5) minor changes, and for revisions reflecting a new direction to the assignment, or new conceptual input.

**V. Termination/Kill Fee**

Client may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Client agrees to compensate Artist as follows:

(1) Partial Completion. If Artist has partially completed the Work, Client agrees to compensate Artist at the amount determined by the number of hours spent on the Work before termination, as defined in Section IV, as well as a $20 CAD **cancellation fee**. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork.

(2) Full Completion. If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise provided in this Agreement.

**VI. Non-Payment; Remedies**

Any delinquent payments due shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month. Client agrees that it shall bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys’ fees and court costs.

**VII. Artist's Right to Authorship Credit**

Artist may use Work in Artist's portfolio (including, but not limited to, any website that displays Artist's works). When asked, Client must properly identify Artist as the creator of Work. Client does not have a proactive duty to display Artist's name together with Work, but Client may not seek to mislead others that Work was created by anyone other than Artist.

**VIII. Severability; Integration**

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

**IX. Unauthorized Use by Client; Indemnity**

Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys’ fees and costs, incurred as a result of Client’s unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.

**X. Warranty of Originality**

Artist represents and warrants to Client that, to the best of Artist’s knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client’s use of Artist’s product to the extent such use infringes upon the rights of any other person.

**XI. Release of Liability**

Client agrees that it shall not hold Artist or any agent thereof liable for any damages arising from Artist’s failure to complete the Work in a timely manner, only if such failure was caused by intentional or negligent acts or omissions of the Artist.

**AGREED TO AND ACCEPTED BY:**

**CLIENT**

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Name

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

yyyy/mm/dd

**ARTIST**

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Name

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

yyyy/mm/dd