

Commissioned Artwork Contract for Personal Mandala Portraits™

WHEREAS, Clare Goodwin ("the Artist") is a recognized professional artist; and

WHEREAS, the Purchaser admires the work of the Artist and wishes to commission the Artist to create an original Personal Mandala Portrait™ ("the Work") in the Artist's own unique style; and

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

Now, therefore, in consideration of the foregoing premises and mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **Style and Quality:** The Artist agrees to create the Work in a professional manner and in conformity with her established procedures, recognized style and standard of work.
2. **Fee:** The fee for creation of the Work shall be \$900 plus applicable sales tax and shipping fees.
3. **Deposit:** The Purchaser agrees to pay a non-refundable deposit of \$300 (1/3 of fee) to the Artist at the outset of the project.
4. **Sketches:** The Artist agrees to produce one or more sketches of the Work for approval by the Purchaser within 30 days of receipt of the deposit. The completion date shall be extended for such period of time as the Artist may be disabled by illness or other event preventing progress of work.
5. **Revisions:** The Purchaser may request up to three revisions of the sketches. The Revisions may be made only by the Artist at the sketch stage. Additional fees, at the rate of \$75 per hour, will be charged for revisions made beyond three sketches, and for revisions reflecting a new direction to the project, or new conceptual input.
6. **Cancellation:** The Purchaser may cancel the project at any time before delivery. Cancellation fees shall be due based on the amount of the Work completed. If cancellation occurs at the sketch phase, the Purchaser shall pay a fee of \$150 plus any revision fees currently due (above and beyond the deposit). If the Work has been completed, one hundred percent (100%) of the total fee is due despite cancellation or postponement of the project. The Purchaser agrees to pay the applicable fee within thirty days of canceling the project. Upon cancellation all rights to the art revert to the Artist and all original art must be returned, including sketches, comps, or other preliminary materials.
7. **Artist Default:** If the Work is not completed because of death, incapacity, or default of the Artist for any reason, all moneys paid will be returned to the Purchaser.
8. **Second Payment:** Upon accepting a sketch, the Purchaser agrees to pay the \$600 balance of the fee plus any applicable sales tax.
9. **Delivery:** The Artist agrees to complete the Work within thirty (30) days of receiving the Purchaser's second payment. The completion date shall be extended for such period of time as the Artist may be disabled by illness or other event preventing progress of work. When the Work is complete, the Purchaser agrees to pay any applicable shipping fees, after which the Artist shall ship the Work to the Purchaser within two business days.
10. **Copyright:** The Artist reserves the common-law copyright to the Work commissioned by the Purchaser that is created by the Artist, including the preliminary design and any incidental works made in the creation of the Work, and the Artist shall receive authorship credit in connection with the Work or any reproductions thereof, and the Artist shall retain the exclusive right to claim statutory copyright. The Purchaser is granted the right to use and reproduce the Work as a symbol or logo on the Purchaser's own business cards, brochures, flyers and websites, and for other personal, non-commercial purposes only.
11. **Alteration:** The Purchaser agrees that the Purchaser will not intentionally alter, modify, or change the Work in any way whatsoever.
12. **Privacy:** The Purchaser gives to the Artist permission to use the Purchaser's name, picture, portrait and photograph, in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade and editorial uses, without violation of the Purchaser's rights of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Work, the preliminary design or any incidental works made in the creation of the work.

Artist

Date

Purchaser

Date