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*Commission Agreement*

This Agreement is made on the April 19th, 2021 between **Sue Woodworth** (Commissioner) and **Yelena Shabrova** (Artist).

The Artist, defined as a professional artist.

The Commissioner, defined as an art patron who wishes to commission the Artist to create a piece of art (artwork) in her unique style.

The parties agree to have the creation of the artwork governed by the following conditions:

The Commissioner will have the Artist create the artwork with the following guidelines:

**Description**: detailed black ink drawing of a salmon or trout on a tissue paper collage mounted on a canvas board, no mat, no frame.

**Medium**: pen and ink, paper collage.

**Dimensions**: 12” x 9”

**Price – final work**: $256.00

**Pickup/Shipping**: to be determined.

## Schedule

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| --- | --- |
| **Date** | **Details** |
| 4/20/21 | Agreement signing. 50% retainer ($128.00) is due before starting the commissioned artwork |
| 5/3/21 | Preliminary design posted in the private area of the Artist’s website for the Commissioner’s approval |
| 5/17/21 | Preliminary design approval by the Commissioner |
| 6/15/21 | Completed artwork posted in the private area of the Artist’s website for the Commissioner’s approval |
| 6/20/21 | Final 50% of the cost ($128.00) are due |

## Terms

1. **Payments**. The Commissioner agrees to pay the Artist the non-refundable retainer which is 50% of the total price upon signing this Agreement. The Commissioner further agrees to pay the remaining 50% of the total price which is $128.00 before the delivery of the artwork as follows:
2. All Invoices are payable within 15 days upon receipt.
3. Delinquent Invoices shall be assessed a $25.00 charge if payment is not received within 30 days of the due date.
4. If an amount remains delinquent 30 days after its due date, an additional 1.5% penalty shall be added for each month of delinquency.
5. At 120 days past due, the delinquent invoices shall be turned over to the collection agency and this agreement is terminated.
6. Upon receipt of the final payment, the Artist shall deliver the artwork to shipping carrier within 3 business days or arrange for a pickup in person.

The Commissioner shall have a right to inspect the artwork in progress and in its final state upon reasonable notice to the Artist.

1. **Reference materials**. The Commissioner will leave choosing of photographic materials to complete the artwork to the Artis.
2. **Schedule**. The Artist will complete the artwork as specified under “**Schedule**” section of this Agreement after the final design approval. Extensions of this deadline will only be made in situations beyond the Artist’s control due to loss, theft, damage, destruction due to flood or fire, act of God or shortage of materials. In such instances the Commissioner will be notified and the artwork will be completed as close to the agreed upon deadline as is considered reasonable by both parties.
3. **Revisions**. Revisions can be made by the Artist only at the preliminary sketch stage. Additional fees will be charged for revisions made after the sketch is approved by the Commissioner, for revisions that mean a new direction to the commission, or new conceptual input.
4. **Completion**. The Artist shall use her aesthetic judgment to create the artwork and to determine when the artwork is completed. The Artist will notify the Commissioner once the artwork is completed, and the Commissioner shall have the right to inspect the artwork and request reasonable changes to be made before it is delivered.
5. **Warranties**. The Artist warrants that the artwork will be original and will not infringe the copyright or other rights belonging to any third party.
6. **Copyright**. The Artist reserves the copyright to all artworks and any preliminary drawings c that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Artist retains the right to include a copy of the artwork in her portfolio and other marketing materials. No work may be reproduced by Commissioner without the prior written approval of Artist.
7. **Title**. Upon payment and delivery of the artwork, the Commissioner shall have the Title ownership of the artwork. All preliminary products necessary to the completion of the artwork including photographic or digital materials created by the Artist, preliminary sketches, and mockups shall remain with the Artist.

The Artist retains Title ownership of the work in the following events:
8. Full payment, in accordance with this agreement is not received.
9. The Commissioner chooses not to complete purchase of the artwork, in which event the initial payment of 50% of the price of the artwork remains with the Artist.
10. **Usage rights**. The Artist retains the right to use the Commissioner’s first name, and first name only, in display, exhibition, trade, editorial or publication of the work without violating the rights of privacy of the Commissioner including proprietary and personal rights in connection with the finished artwork or any preliminary works.
11. **Risk of Loss or Damage**. Risk of loss or damage to the artwork during creation, delivery, and up until legal title and ownership pass to the Commissioner, shall be that of the Artist. In the event that the artwork is damaged or destroyed whilst the responsibility of the Artist, the Artist shall replace the artwork or if this cannot be achieved within the timescale for completion of the project refund to the Commissioner the payments made to the Artist in respect of the artwork.

The Commissioner shall be responsible for any risk of loss or damage to the artwork or loss or damage to persons or property at all times after delivery to the Commissioner has been completed.
12. **Alterations and damages**. The Commissioner may not intentionally alter, damage, destroy, modify or change the artwork in any way. If the Commissioner or any other party does alter, damage, destroy, modify or change the artwork, the artwork can no longer be represented as that created by the Artist. The Commissioner will make all effort to preserve the artwork in good condition.
13. **Repairs and restoration**. Any repairs or restorations must be approved by the Artist in writing. Whenever possible the Artist must be allowed to make these repairs and restorations herself unless she waives this stipulation in writing.
14. **Right of Refusal**. It is the intent of this agreement that the Artist creates an artwork for the Commissioner that the Commissioner will purchase. However, if the Commissioner does not wish to purchase any or all of the artworks, the Commissioner may refuse the artwork on the following conditions:
15. If the Commissioner does not approve the preliminary design, the Artist shall keep the non-refundable retainer and this Agreement shall be terminated.
16. The Commissioner may terminate this Agreement at any time after the preliminary design approval. The Artist shall give the Commissioner a good faith estimate of the degree of completion of the artwork and reimburse the unused portion of all payments made by the Commissioner prior to that.
17. If the artwork is completed and the Commissioner is not willing to buy it, no refund shall be made to the Commissioner.

Payment is due in full despite cancellation or postponement of the work if the artwork has been completed. Upon cancellation, all rights to the artwork stay with the Artist.

1. **Limitations**. The Commissioner understands that this agreement is valid for the artwork and the artwork only. Any installation options will not be provided by the Artist as a part of the artwork.
2. **Governing law**. This agreement shall be governed by the laws of the State of Oregon.
3. **Miscellaneous**. This Agreement shall be binding between the Artist and Commissioner, their heirs, successors, assigns, and personal representatives; and all references shall include their heirs, successors, assigns, and personal representatives.

This Agreement constitutes the entire understanding between the Artist and the Commissioner. Any changes to this Agreement must be agreed to by both parties in writing.