

## LINNET BIRD DESIGNS COMMISSION AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,

Between \_\_\_\_\_

(herein after called "the Artist")

and \_\_\_\_\_

(herein after called "the Purchaser").

**WITNESS THAT,**

**WHEREAS**, the Artist is a recognized professional artist, and:

**WHEREAS**, the Purchaser acknowledges sufficient familiarity with the style and quality of the work of the Artist, and;

**WHEREAS**, the Purchaser desires the Artist to create a work of art (hereinafter called "the Work") in the Artist's unique style, and:

**WHEREAS**, both parties wish the integrity and clarity of the Artist's ideas and statement in the Work to be maintained:

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained the parties hereto agree as follows.

**1. DESCRIPTION OF WORK.** The artist shall create the following work of art:

**Approximate Size upon Completion:**

**Description of the Artwork:**

**Scope of the Artist's Work:**

It is hereby understood and agreed that it may not be possible to create the Work exactly as described herein or as depicted in preliminary designs, and the Artist shall only be bound to use her best aesthetic judgment to create the Work according to the style and intent of the design. The Artist is hereby free to make design modifications as the Work progresses.

**2. PRICE AND PAYMENT SCHEDULE.** The Artist shall sell the Work to the Collector, subject to the conditions herein,

for a price of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars), payable as follows:

**30%** upon the execution of this agreement;

**a further 20%** upon artist's showing that one-half of the Work is completed (i.e. quilt top);

**THE BALANCE** upon Artist giving notification that Work is completed.

**a.** The Purchaser agrees to pay all amounts due within two (2) weeks of receipt of notice.

**b.** If the Purchaser fails to make any payment when due Artist reserves the right to charge interest of the then prevailing interest rate for banks on the amounts past due. It is understood that delay of payment may proportionately extend the time required to complete the Work.

**c.** The purchaser shall have the right to inspect the Work in progress upon reasonable notice to the Artist.

**3. DATE OF DELIVERY:** The Artist agrees to complete the Work within \_\_\_\_\_ (\_\_\_\_) days of the signing of this agreement, with a due date of \_\_\_\_\_.

- a. The completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work.
- b. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, thefts, strikes, shortage of materials, etc. Time shall not be considered of the essence with respect to the completion of the Work.
- c. The Artist will immediately notify the Purchaser of any delays occurring or anticipated.
- d. Completion of the Work is to be determined by the Artist who shall use her professional judgment to deviate from any preliminary designs as she in good faith believes necessary to create the Work.

**4. TERMINATION:** This Agreement may be terminated on the following conditions:

- a. If Purchaser does not find the Work as it progresses fulfilling his/her expectations or needs and therefore wishes to terminate the Agreement, Purchaser shall immediately notify the Artist of the termination. The Artist shall thereupon be entitled to retain all payments, which Artist has received or was entitled to receive pursuant to her agreement prior to such notification.
- b. The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty (60) days late in making any payment due pursuant to Paragraph 2.

**5. OWNERSHIP:** Title to the Work shall remain in the Artist until Artist is paid in full.

- a. In the event of termination of this Agreement pursuant to Subparagraphs a and b of Paragraph 4, the Artist shall retain all rights of ownership in the concept, design, and Work itself, including the right to complete, exhibit, and sell the Work.

**6. ARTIST'S RIGHTS:**

- a. **Copyright and Right to Credit.** The Artist reserves to herself all rights of reproduction and all copyrights in the Work, the preliminary design, and any incidental works made in the creation of the Work. Copyright notice in the name of the Artist shall appear on the Work.

**7. WARRANTY:** The Artist warrants that the design being purchased is the original product of her own creative efforts.

IN WITNESS WHEREOF the parties have hereunto set their hands.

BY \_\_\_\_\_  
ARTIST

BY \_\_\_\_\_  
PURCHASER