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Art Commission Agreement

This Art Commission Agreement (hereinafter "Agreement"), is made effective as of _____ by and between the following parties:

_____, hereinafter referred to as "Client," having an address at

_____
Email: _____

and _____, hereinafter referred to as "Artist," having an address at

_____
Email: _____

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Artist agrees to create a work of art (the "Work"), as described below, for the Client. Client has commissioned the Work.

Artists will be engaged solely and exclusively for the limited purpose of creating the Work for the Client.

Article 2 - THE WORK:

The Work being commissioned for Artist to create through this Agreement is as follows:

_____

Artist agrees to create the Work with the highest quality and care. Artist represents and warrants that Artist has the knowledge, skills, and experience necessary to produce the Work. Artist agrees that the Work will be original. Artist also guarantees that the final Work will be free from any plagiarism or likeness to a Work not belonging to or created by Artist.

Article 3 - DEADLINE:

Artist agrees that the Work will be completed by the following deadline: _____ (the "Deadline").

If the Work is not completed by the Deadline, Client may, at Client's sole and exclusive discretion, rescind and cancel this Agreement. Any fees paid by the Client to the Artist shall be returned.

Article 4 - ARTIST REPRESENTATIONS:

Artist hereby represents and warrants that Artist is the exclusive holder of any and all rights in and to the Work and that such rights may be assigned herein. Artist represents that no other individual or entity may claim any rights, title and/or interest in and to said Work.

Article 5 -

Article 6 - COMPENSATION:

For the commission of the Work, Client will pay artist the following amount: $2 (two US dollars) (the "Fees").

Payment will be made before the Work begins.

Artist's Fees include the following number of revisions: 2. Any additional revisions will incur further fees, to be discussed at the time the revisions are requested.

If Artist does not hear from Client within the following specified number of days, the Work shall be considered accepted with no further changes permitted: 2.

Article 7 - TERMINATION:

This Agreement will automatically terminate when the Work has been completed, and Client has paid the Artist in full.

Article 8 - KILL FEE:

If Client decides to terminate this Agreement prior receiving the Work, Client will compensate Artist as follows:

a. If the Work has been partially completed, Client will pay Artist for the partial completion. Regardless of how much has been completed, Client agrees to pay 50% of the total Fees as a kill fee for the Work. Client will not be entitled to receive the Work, and all intellectual property rights shall remain with Artist.

b. If the Work has been completed, Client will pay Artist the total Fees as listed in this Agreement. Client will be entitled to receive the Work, and all intellectual property rights therein, if Client chooses.

Article 9 - NO EMPLOYMENT OR AGENCY:

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other, and its status at all times will continue to be that of an independent contractor relationship.

Article 10 - NONEXCLUSIVITY:

Client and Artist hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. Artist shall be free to continue working for and taking on new clients, without regard to Client. Artist does not need Client approval for any such work.

Article 11 - INDEMNIFICATION:

Client shall defend, indemnify, and hold Artist harmless from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of

or resulting from Client's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 12 - SURVIVAL:

Any provision of this Agreement, which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 13 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Works provided hereunder: _____.

Article 14 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 15 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

Article 16 - NOTICES:

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

Article 17 - FORCE MAJEURE:

Artist is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 18 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 19 - ENTIRE AGREEMENT; MODIFICATION:

This Agreement embodies the entire agreement between the Client and Artist relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

Name: _____

Signature: _____

Artist:

Name: _____

Signature: _____