

## Portrait Commission Contract

This is the contract between the "client" \_\_\_\_\_ located at:

Street: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

and Vennie Beeler, the "Artist". This is a final contract and replaces or supersedes all verbal or written agreements between the client and the artist unless so noted and attached herewith.

Client wishes to commission the artist to create an artistic portrait of :  
\_\_\_\_\_ the "subject". Model release form has been signed by the subject. By entering this contract the client acknowledges that they have reviewed other portraits of the artist and is familiar with the artist style and wishes to have a fine art portrait of the subject completed by the artist in oils, acrylics, or watercolors. Examples of the artist work can be seen on the Internet at [kyartists.com](http://kyartists.com) or [venniebeelerportraitartist.com](http://venniebeelerportraitartist.com)

Client: \_\_\_\_\_

Subject: \_\_\_\_\_

Medium: Oil \_\_\_\_\_ Acrylic \_\_\_\_\_ Watercolor \_\_\_\_\_

Brief Description: Head \_\_\_\_\_, Bust \_\_\_\_\_, Three Quarter \_\_\_\_\_, Full \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Back Ground: Minimal \_\_\_\_\_, Detail \_\_\_\_\_, if detail explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Subjects define: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Price of commission portrait \$ \_\_\_\_\_ plus travel and shipping if required.

Price does not include framing.

- \_\_\_\_ Client has submitted a series of at least five (5) photographs acceptable to the artist from which to create the portrait.
- \_\_\_\_ Client has made a non-refundable deposit of \$100. Photo session for the portrait is to be conducted on \_\_\_\_\_. At the conclusion of the photo session an additional payment of \$\_\_\_\_\_ plus travel expenses is due.

After the artist has reviewed the photos and after discussion with the client a final pose and general design of portrait are agreed to and the preliminary sketch is started. After the preliminary sketch is completed the client reviews it. After the drawing has been approved the second payment of \$\_\_\_\_\_ is due and the final painting will be started. All sketches and preliminary drawings and paintings remain the property of the artist.

The final painting is usually completed within three months after it is started. Upon completion it is reviewed by the client and delivered to them upon approval. Final payment of \$ \_\_\_\_\_ and any travel or shipping costs are due upon approval and prior to shipping.

Should the client and artist be unable to reach satisfaction within 30 days of an approval point the client shall be absolved of all unpaid charges, ending the contractual agreement at that point. All monies paid to that point will be retained to cover expenses incurred. The painting shall become the property of the artist including all legal rights to show and sell.

Fees are only for the original artwork and do not include copyrights or reproduction rights, which remain with the artist.

### **Copyright Issues**

Clarification of Artist rights as protected by the Federal Copyright Act of 1976 and the Federal Visual Rights Act of 1991.

Purchase of a copyrighted artwork does not transfer the copyrights. The copyright to reproduce the works in copies, to produce derivative work based on the copyrighted image, and distribute copies is retained by the Artist. Any transfer of this copyright must be in writing expressly identifying what rights are being sold and for what purpose.

Works of art cannot be modified without the permission of the artist. Works cannot be distributed, mutilated or modified in any way that would prejudice the reputation of the Artist.

Client \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Artist: Vennie3 Beeler

Signature: \_\_\_\_\_

Date: \_\_\_\_\_