

Portrait Procedures and Commission Agreement

Artist's Name: Jimmy Collins (JL Collins) **Purchaser's Name:**

This is a contract between (client) _____

Located at:

Street: _____

City, State, Zip: _____

Phone: _____

Email: _____

and Jimmy Collins (Artist).

Client wishes to commission the artist to create an artistic portrait of the subject of the client's choice.

By entering this contract, the client acknowledges that they have reviewed other work of the artist and are familiar with the artist's style. Examples of the artist's work can be viewed at <http://www.jimmycollinsstudios.com/>.

Date _____

Name(s) of Subject _____

Medium _____

Dimensions _____

Misc. Description _____

Price \$ _____ +sales tax _____ = Total Price _____

Sittings required? _____ Photography only? _____ Client's Photograph y/n _____

If the client wishes to have the portrait created from the client's photograph, the artist must approve the photograph. If the photograph is not acceptable, the client agrees to offer another photograph for approval or have the artist arrange a photoshoot. If the artist offers to photograph the subject, the client agrees to pay the following costs in addition to the agreed upon portrait price above.

Travel Expenses \$ _____ @ \$ _____ per mile.

Film Processing \$ _____

These images may be emailed to the purchaser for approval. If the artist and Purchaser are not 100% satisfied with initial sitting and/or photo shoot, an additional sitting may be scheduled free of charge.

Payments:

1. Purchaser agrees to pay a non-refundable amount of 30% of Total Price (\$ _____) to the Artist upon signing this contract and the remaining 70% (\$ _____) upon satisfactory completion of the painting described above.

Upon mutual agreement of this contract the artist will email the client an initial invoice reflecting the non-refundable deposit agreed upon above. Upon completion of the portrait another invoice will be emailed with the remaining balance to be paid. Payment can be made by credit card directly from the invoice or a check can be mailed to the studio address on the invoice. Work on the project will begin once the initial payment has been received and confirmed. Please allow 2 – 3 days from the date payment is received to confirmation.

2. The Artist will create a portrait based on the description above.
3. All photos and sketches are property of the Artist.
4. The Artist agrees to complete and deliver the Commissioned Painting on or before the date of _____
5. In the event that the Artist cannot deliver the completed portrait or the Purchaser cannot pick it up, Purchaser agrees to pay all necessary shipping expenses.
6. The Artist's rights are 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.
7. Artist will own the copyright and the right to show the piece in his portfolio, and will retain slides/computer files/pictures of it for use in exhibits, competitions, etc, including his website. However, artist agrees to maintain the anonymity of the subject if requested.

I hereby agree to all terms and conditions set forth in this contract:

Artist _____ Signed _____
Date _____

Purchaser _____ Signed _____
Date _____