

# Patricia Dees Creative Design Studios - Murals Contract:

*Commission Agreement Between: Patricia Dees/Artist and \_\_\_\_\_*  
**company or person/client**

**1. Description of the work:** Free phone consultation, \$65 consultation fee at site, 20% in advance non-refundable.  
The artwork to be created by the artist shall be: [initial sketches signed upon agreement]

- Dimensions and # of walls
- Subject Matter
- Level of Detail

## **2. Obligations of the artist and client:**

- a) Artist shall purchase materials necessary for the creation of the artwork and be reimbursed for cost by client.
- b) Client shall bear the expense of any transportation or living costs incurred by the artist away from her home or studio, sales taxes, or customs duties, insofar as such expenses are reasonably incident to, or entailed by, the artist's creation, delivery or installation of the work (or supervision thereof).
- c) Artist shall create the artwork, or in certain circumstances oversee the work of a hired sub-contractor/assistant.
- d) Client shall hire and compensate any additional labor services necessary for preparation of the wall and/or installation of the artwork (murals on canvas).
- e) Client shall secure any building permits necessary for the lawful creation and execution of the work.
- f) Client shall provide OSHA compliant scaffolds to work on when necessary.
- g) Any major changes that client requests of artist, will result in paying artist an additional \$75.00 per hour to create the change or changes.
- h) Any changes artist deems necessary to enhance the composition or color in the artwork, will be deemed for the good of the painting and at no additional charge to the client.

## **3. Start and completion dates:**

The artist shall undertake the creation of the artwork on (date) or before (date) and complete the artwork on or by (date).

## **4. Additional artwork compensation:**

Any additional artwork done by the artist shall be negotiated and compensated separately from this agreement.

## **5. Fees and schedule of payment:**

Price of artwork:

Materials: approximately 20% of total

Upon execution of this agreement, client shall pay to the artist:

- a) 20% deposit due upon verbal and or signed agreement (Non refundable)
- b) 40% due when project begins
- c) 40% due on day of completion

**6. Exploitation of the Work:**

Notwithstanding the assignment of any advertising/promotion rights to the client, the artist shall retain all copyrights of the artwork. The artist shall be entitled to reasonable advance notice of any publicity or photographic reproduction of the work. As well as, be entitled to customary and appropriate identification as the creator of the work.

**7. Maintenance of the Work:**

Client shall notify the artist promptly in the event of the need for any maintenance or restoration services so that the artist may have a reasonable opportunity to perform such work herself or to supervise or consult in its performance. Artist shall be reasonably compensated by the client for future maintenance and/or restoration services rendered. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the client, who shall take reasonable precautions to protect it against damage or destruction by external forces. (In the event of possible alteration or destruction of the work due to proposed renovation or demolition of a structure to which the artwork is affixed, the artist shall be entitled to notification, by the client, affording the artist a reasonable opportunity to reclaim the artwork by removing it whole, at her own expense).

**8. Warranty:**

The artist warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

**9. Title of Ownership:**

Title of ownership in the artwork shall pass from the artist to the client upon the completion of the artwork.

**10. Death and disability:**

In the event of an incapacitation, illness, or injury of the artist and a delay arising there from in the execution of the work, the artist shall notify the client of such delay. In the event of the artist death, her estate shall retain any payments made therein.

**11. Other delay:**

If the execution of the work is delayed by an act or neglect of the client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the artist's control, the artist shall be entitled to extend the completion date via verbal or written notification to the client, by the time equivalent to the period of such delay.

**12. Arbitration:**

Any dispute hereunder between the parties (not involving money claims by either party in excess of \$1,000.00) shall be resolved by resort to arbitration (in accordance with the standards and procedures of the American Arbitration Association).

**The laws of the state of Florida shall govern construction of this agreement.**

Patricia Dees/Artist

\_\_\_\_\_ Title: Artist Date: \_\_\_\_\_

Client

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