



1100 Ginger Avenue  
Billings, MT 59105  
406-534-0660  
LynnShield.com  
Lynn@LynnShield.com

**COMMISSIONED ART AGREEMENT**

This agreement is made this day of \_\_\_\_\_ by and between:  
(date)

Artist: Lynn Shield, Billings MT

Email: [lynn@lynnshield.com](mailto:lynn@lynnshield.com), Phone: 406-534-0660

and

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

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

The parties agree as follows:

**1. The Project:** The Client is commissioning a work of art created by the Artist. Subject matter will be described herein:

DESCRIPTION:

Medium: Watercolor/Brusho Crystal Colors on 22" x 15" 300 lb Arches cold press watercolor paper, packaged and shipped.

**Starting Date of Project:** \_\_\_\_\_ (or upon initial 25% deposit as described below)

**Completion Date Of Project:** \_\_\_\_\_ (upon final payment as described below)

**2. Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Client that the Client will purchase the work. However, if, after the work is completed, the Client does not wish to purchase the work, the Client may refuse the created artwork. In that case, the Artist will retain the refused artwork and the nonrefundable deposit, free of any claims or interests of the Client and the Client will owe no additional fees to the Artist.

**3. Copyright:** Artist reserves the common-law copyright to all works commissioned by Client that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Client may reproduce no work without the prior written approval of Artist.

**4. Payment Amounts:** Total price of project is \$ \_\_\_\_\_, includes packing and shipping via USPS Priority Mail or similar, with insurance.

**5. Payment Terms:** A nonrefundable deposit of twenty five percent (25%) of the selling price is required before work commences. Upon receipt of the initial deposit, a very rough sketch in the form of a digital image file (with

watermark) will be provided. Upon written acceptance of layout, second installment of twenty five percent (25%) is due. These non-refundable deposits will need to be paid before the artist commences work on the commissioned piece.

When artwork is complete The Artist will send a low resolution image (small file/.jpg) of finished product with watermark to Client. After receiving the watermarked low resolution image (small file/.jpg) the Client will send final payment and the Artist will send a full resolution .jpg of finished image to Client, and will ship the final artwork.

6. **Additional Payments:** After the Artist sends the Low resolution image (small file/.jpg) of finished product with watermark, or all terms/condition of art work in contract have been met upon completion date, each additional revision to the work will cost an extra 30% of original price.

7. **Kill Fee:** Under the circumstance the project/commission is canceled the client agrees to pay a kill fee of 30% of the over all commission price. This is to make sure what work and time the artist has put into the commission is compensated for.

(Note: WIP's or Works in Progress sent between the starting Date of Project and Completion Date of Project are not the same as a finished low resolution image file (small file/image/.jpg) of finished product with watermark. Revisions between Start and Completion Date will not be charged unless the Artist deems revisions major enough to charge Client. Examples would be: Changing the entire idea behind the image, major changes to character design that has already been extendedly rendered, asking for a different style of art work in the middle of the project, etc....)

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

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Artist signature/Date

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Client signature/Date