

VISUAL ARTIST COMMISSION AND LICENSING AGREEMENT

Location: _____ Date: _____

PARTIES:

Commissioning Party ("Client") Name: _____

Address: _____

Phone/Email: _____

Artist Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Commission Details:

Description of Artwork: _____

Medium / Materials: _____

Dimensions / Size: _____

Commission Fee and Payment Terms:

Total Fee: _____ USD

Deposit Amount: _____ USD

Payment Schedule and Method: _____

Grant of Rights and License:

Artist hereby grants Client a non-exclusive, non-transferable license to use the commissioned artwork for the following purposes:

- Specify permitted uses (e.g., personal display, reproduction, promotional use).

All other rights not expressly granted are reserved by Artist.

Delivery and Acceptance:

Artist agrees to deliver the final artwork on or before the agreed delivery date.

Client shall have a period of ____ days to inspect and accept the artwork or request reasonable revisions.

If Client fails to notify within this period, the artwork is deemed accepted.

Warranties and Representations:

Artist represents and warrants that the artwork is original, does not infringe upon any third party rights, and that Artist has full authority to enter into this Agreement. Client acknowledges that artistic interpretation and style may vary and that colors or details may differ slightly from proofs or digital previews.

Copyright and Moral Rights:

Copyright in the artwork remains with Artist unless otherwise agreed in writing. Artist retains all moral rights,

including the right to be credited and to object to derogatory treatment of the artwork.

Confidentiality:

Both parties agree to keep confidential all proprietary information and terms of this Agreement, except as required by law or with prior written consent.

Termination:

Either party may terminate this Agreement upon material breach by the other party, provided written notice is given and the breach is not cured within ____ days. Upon termination, Client shall pay Artist for work completed to date and return any delivered artwork not accepted.

Indemnification:

Each party agrees to indemnify and hold harmless the other from any claims, damages, or expenses arising from breach of warranties, representations, or obligations under this Agreement.

Limitation of Liability:

In no event shall either party be liable for indirect, incidental, consequential, or punitive damages arising out of this Agreement, even if advised of the possibility thereof.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the state or federal courts located in _____ County, _____.

Entire Agreement and Amendments:

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and agreements. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Force Majeure:

Neither party shall be liable for delays or failure to perform caused by events beyond their reasonable control, including but not limited to acts of God, government actions, or labor disputes.

Signatures:

CLIENT'S SIGNATURE

ARTIST'S SIGNATURE

Signature: _____

Signature: _____

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