
TIFFANY GHOLAR

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COMMISSION AGREEMENT

Purchaser:

Home address:

Home phone:

Business phone:

Date:

1. DESCRIPTION OF WORKS

Whereas the artist has created certain works of art (hereinafter referred to as "the works"):

Size:

Orientation:

Texture:

Color(s):

It is hereby understood and agreed that it may not be possible to create the works exactly as described herein or as depicted in preliminary designs, and the artist shall only be bound to use her best aesthetic judgment to create the works according to the style and intent of the design. The Artist is hereby free to make design modifications as the works progress.

2. PRICE AND PAYMENT SCHEDULE:

Whereas both parties want to have certain rights in the future economics and integrity of the work, the parties mutually agree as follows:

The artist hereby sells the work to the collector, subject to the conditions herein, at the agreed price of \$ _____, payable as follows:

One half _____ upon the execution of this agreement

The balance _____ upon receipt of the work

3. FRAMING

The responsibility and cost of framing is assumed by _____

4. DATE OF DELIVERY:

The Artist agrees to complete the works by _____

- a. The completion date shall be extended in the event of delays caused by events beyond the control of the Artist, including by not limited to illness, shortage of materials, and accessibility of equipment.
- b. The Artist will immediately notify the Purchaser of any delays occurring or anticipated and that shall not interfere with the enforceability of this contract.
- c. Completion of the works is to be determined by the Artist who shall use his/her professional judgment to deviate from any preliminary designs as he/she in good faith believes necessary to create the works.

5. INSTALLATION / DELIVERY/ INSURANCE

- a. The artist is responsible for the safety and maintenance of the work while in his/her possession.
- b. The Purchaser is solely responsible for the crating, shipping and installation of the works.

6. TERMINATION:

- a. The Purchaser shall have the right to terminate this agreement if the Artist fails without cause to complete the works within sixty days of the completion date. In this event, the Artist shall return to the Purchaser all payments made up to that date.
- b. If the Purchaser does not find the work as it progresses fulfilling her expectations or need and therefore wishes to terminate the agreement, Purchaser shall immediately notify the Artist of the termination, and the Artist shall thereupon be entitled to retain all payments, which the Artist has received.
- c. The Artist shall have the right to terminate this agreement in the event the Purchaser is more than sixty days late in making payments as noted.

7. ARTIST'S RIGHTS:

- a. Copyright and Right to Credit: The Artist reserves to herself all rights of reproduction and all copyrights in the works, the preliminary design and any incidental works made in the creation of the work.

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

Artist's Signature, Date

Purchaser Signature, Date