

Art Commission Contract

This agreement is made theday of , (year) by and between:

Artist **Bino Smith**

Phone

Email bino@binosmith.com

Patron's Name

Address

Phone Email

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work. However, if, after the work is completed, the Patron does not wish to purchase the work, the Patron 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 Patron and the Patron will owe no additional fees to the Artist.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.
4. **Payment Amounts:** the parties for the individual artwork will decide selling price. Fee will be based upon size and complexity of completed work and will be consistent with other comparable works by Artist at the time of sale. Parties will agree to price in writing prior to the commencement of the artwork. The Artist and Patron will mutually determine size.
5. **Payment Terms:** A nonrefundable deposit of 25% of the selling price is required before work commences. Payment in full is due upon receipt of artwork(s).

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

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Artist Patron

My Pepeha...Bino

Ko Tainui toku Waka

Ko Whitireia toku Maunga

Ko Raukawakawa toku Moana

Ko Ngati Toa Rangatira toku Iwi

Ko Hongoeka toku Marae

Ko Hekemairaro toku Whare Tupuna

Ko Te Rauparaha toku Rangatira

Ko Bino Smith Ahau