



# SYLVIAPAINTS COMMISSION CONTRACT

**Date:**

On this day Sylvia Sykes, doing business as SylviaPaints, agrees to produce commissioned artwork for \_\_\_\_\_ at the total price of \$ \_\_\_\_\_

## Contact Information

**Artist:** Sylvia Sykes DBA SylviaPaints Address: 1180 Juneau Avenue Akron, OH 44320  
Email: [sylviapaints1@gmail.com](mailto:sylviapaints1@gmail.com) Phone: (234) 788-6543

**Customer** First and Last Name: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Payment

**Base Price (Before 6.5% Sales Tax)** (Amount): \_\_\_\_\_

Deposit Required upfront (Amount): \_\_\_\_\_ Remainder Due at completion (Amount): \_\_\_\_\_

**All Payment(s)** will be processed through an invoice or transaction sent via one of the following: SylviaPaints Online Store/ PayPal / CashApp / Venmo.

## Anticipated Completion

**Due Date** - The Artist intends to complete this artwork by: \*

**\*Late Delivery** - ALL attempts will be made to complete the artwork by the above listed date but in the case of unforeseen circumstances, the customer will be notified of any delays within 72 hours of the due date or as soon as a delay is caused. Customer will be reimbursed (or discounted) 20% of the price if it is not delivered on time and reimbursed (or discounted) IN FULL if it is not completed within 2 weeks of the originally promised due date. In both cases, customer will still receive the artwork in addition to the discount. This disclaimer only exists for extreme circumstances, artwork is nearly always delivered on time.

## Details of the Artwork

The piece of artwork will satisfy the following requests of the customer: (Include info such as framing, what it will look like, what kind of file it will be delivered as, number of figures, etc).

**Medium:**

Canvas Dimensions or Digital Dimensions:

Special color preferences for background or other content:

Other details:



**Reference Photo (s):** Quality reference photos matter and make a huge difference in the end product of portraits. It also helps to have multiple reference photos for the best capture. The Customer confirms that provided reference photos are of the best quality available, well lit and without significant obstruction such as graininess or blurriness. If the supplied photos do not meet these qualifications, then the insufficiency will be noted below and the customer understands that it may heavily impact the success of the artwork as far as subject recognizability.

ANY insufficiencies with or requested alterations from the Reference photo(s):

## Refusal

**Right to Refusal:** The Customer retains the right to not purchase commissioned artwork at any time. Please note that any money already paid before refusal, will not be refunded to the Customer under these circumstances. This statement relieves The Artist of being indebted to Customer if this occurs.

## Upon Completion

**Approval:** Upon completion, the Artist will supply images of the completed work for the Customer's approval. If the Customer has not paid in full then the images will be heavily watermarked. These watermarks will not obstruct the view of the artwork so much that the Customer will not be able to determine approval.

**Revisions:** Satisfying the customer is of utmost importance but there ARE limits to what will be altered at the request of the customer. The Artist will only make revisions that are within the confines of existing style and that do not clash with the mission or vision of the artist. This is for the intent of staying committed to business purpose and brand.

One (1) round of revisions are offered free of charge. After that there is a flat rate of \$60 for revisions. The Customer will be notified of a new completion date at the request of any revisions.

**Copyright:** Artist retains all copyright of the produced artwork. Ultimately this means that the customer has permission to share the work publicly and use it on display for private use but any reproduction of the work, especially reproductions that will be used for profit or commercial uses, is strictly prohibited unless approved by the artist in writing. Failing to do so is a crime and may result in legal action.

**Is this piece approved for any kind of reproduction use?\*** : YES / NO

\*If yes, this does NOT constitute the selling of copyrights. These are merely the approved circumstances of the reproduction agreement:

**Sharing of Art:** Social media sharing and other public sharing of artwork are vital for **marketing purposes** of the Artist. This includes, but is not limited to, artwork potentially being displayed on artist's Facebook, Instagram, Twitter, website, studio, brochures, web and print advertisements and business documents. The Customer consents to completed work, as well as reference photos, being used for these purposes. (exceptions continued)



**Sharing Continued:** If there are things that the customer does not consent to being used this way, then they are as follows (This may result in a higher price as it ultimately hurts the Artist's ability to advertise business representatively):

**Marketing Exception Fee** (if applicable):

**Customer Privacy:** SylviaPaints will agree to hold off on the sharing of artwork if that is necessary for the plans of the customer (such as birthday gifts, usage for an event etc). Are there any dates/times that the customer prefers artwork be concealed until? : Y / N  
If yes, these are the details of the hold:

**Giving Credit:** When sharing work publicly, either online or in person, the Customer agrees to give the Artist credit through clear and visible labeling, tagging or verbal acknowledgement. Obstruction or concealment of the signature is prohibited.

**Delivery for PHYSICAL Art:** In person delivery is always preferred over shipping. For physical artwork, Delivery will be provided to the Akron/Canton area free of charge. Delivery anywhere outside of Akron/Canton but within NorthEast Ohio will be provided at a delivery fee of \$25. Anywhere outside NorthEast Ohio will require shipping by mail. This can get pricey and may be upwards of \$100 depending on the size and weight of your canvas.

**Insurance:** If getting artwork shipped, please note that SylviaPaints is not responsible for any possible damage incurred during shipment. SylviaPaints will pack artwork with the finest packing procedures for fragile materials and label the package "Fragile" but this does not guarantee damage free delivery. Shipping Insurance can be purchased by the customer ahead of time.

**\$ Extra Fees:** Applicable Delivery Fee, Shipping Fee or Shipping Insurance Cost (if desired) due prior to shipping + payment method:

**Delivery for DIGITAL Art:** Files will be uploaded to a Dropbox folder. A link will be sent to the customer for access to this folder. Anybody that receives this link will have access. The Artist will leave the Dropbox folder available for **2 weeks after completion**, unless otherwise requested, so it is vital that the Customer downloads the files to a secure location as soon as possible.

**Resending of Digital Art:** If the Customer requires the files be sent again, the Artist will require a \$20 fee. Full rendering, downloading and uploading may be required again which takes significant time and storage fees may apply for the Dropbox access. This fee can be avoided if the Customer manages to remind the Artist to extend the hold on removing the folder before it is removed at the 2 week point.

## Signature

**Total Price (after fees/taxes):**

**Customer Signature:**

**Date:**

**Artist Signature:**

**Date**