

Doodlepunk Designs



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COMMISSION AGREEMENT – PRIVATE OR COMERCIAL VISUAL ARTWORK

This agreement is made between Jowellyn Neville (Artist) of Doodlepunk Designs and _____ (Commissioner).

THE PARTIES AGREE AS FOLLOWS:

1. Work & Design

1.1 The Artist must:

- a. Create an artwork that meets the description of the piece.
- b. Provide an original artwork, designed and produced exclusively for the Commissioner; and
- c. Provide the artwork to the commissioner by _____ (date)

1.2 The Commissioner must:

- a. Understand that the final Artwork is the Artists interpretation of the subject, not an exact replica of any photo reference provided.
- b. Have full permission (in writing) for the Artist to use any professionally taken photograph as a reference.
- c. Agree to give the Artist license to use any personally photographed imaged as a reference.

2. Production of Artwork

2.1 The Artist must:

- a. Produce an Artwork equal in quality to the samples shown prior to commencement of commission.
- b. Ensure the work is completed before the completion date agreed upon.
- c. Notify the Commissioner upon completion of work.

3. Changes to the Artwork

3.1 The commissioner:

- a. may not request a change that would cause the Artwork to be substantially different from the original design agreed upon.

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- b. must pay the Artist a fee of \$50 for each change to the original Artwork completed by the Artist.

Common Provisions

4. Delay

4.1 All stages of the work must be completed by the completion date unless:

- a. the parties agree otherwise in writing; or
- b. there is a delay due to circumstances beyond the control of the Artist, including but not limited to, the non-availability of necessary materials, shipping delays, injury or illness of the Artist, labour strikes or natural disasters.

4.2 Where a delay occurs as a result of circumstances described in clause 4.1.b, each party agrees to take all reasonable steps to minimize its losses as a consequence of that delay.

5. Payment

5.1 The commissioner:

- a. agrees to pay the Artist 50% of the total cost of Artwork BEFORE commencement of the piece.
- b. pays the remaining balance upon or before receiving the completed Artwork.
- c. forfeits all monies paid to the Artist if they reject the final Artwork because they change their mind or do not accept the completed Artwork.

6. Title and copyright

6.1 The Artist warrants that the design and the Work:

- a. are the Artist's original work
- b. do not, to the best of the Artist's knowledge, infringe the copyright or moral rights of any third party; and
- c. are unique works of the Artist developed under this agreement

6.2 The Commissioner acknowledges that the Artwork remains the copyright work of the Artist.

7. Alteration or resale

7.1 The Commissioner will not destroy, damage, alter or modify the Artwork in any way whatsoever without the Artist's prior written consent.

7.2 If the Commissioner intends to sell or otherwise dispose of the Artwork, the Artist or the Artist's estate will be given the first option to make a suitable offer for the work.

7.3 If the Commissioner sells the Work to a third party during the term of the Artist's copyright in respect of the Work the Commissioner agrees to pay the Artist (or the Artist's estate) a resale royalty in accordance with the *Resale Royalty Right for Visual Artists Act 2009* or any applicable artists resale royalty scheme in effect under Australian law at the time of such sale.

7.4 The Commissioner will NOT scan, copy or reproduce the Artwork in any manner or form whatsoever.

8. General Provisions

8.1 The parties acknowledge that the Artist is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.

8.2 Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

EXECUTED AS AN AGREEMENT

Signed by the Artist:

Signature:

Name (Print):

Date:

Signed by the Commissioner:

Signature:

Name (Print):

Date:

The Work:

Title/Theme or description of Work:

Medium/Materials:

Size:

Other information:

(INSERT IMAGE OR RENDERING OF THE SUBJECT HERE)

(INSERT PHOTOGRAPH LICENSE/PERMISSION HERE)