**Agreement for the Commercial Provision of Artwork**

*Between*

<BUYER> (the “Commissioner”)

<address, etc., as required for your purposes>

*And*

<ARTIST> (the “Artist”)

<address, etc., as required for your purposes>

1. **General**
	1. The artwork is specified in Appendix A.
	2. Determination of the media used is that of the Artist
	3. Works will be delivered by the Artist to the Commissioner by email or a mutually agreed upon file sharing platform, in <format> format.
2. **Schedule**
	1. Artwork(s) specified in Appendix A is to be provided by the Artist to the Commissioner upon completion.
	2. If the artwork specified in Appendix A consists of multiple works, a low-resolution version of each work is to be delivered upon completion.
	3. The deadline to completion of all deliverables specified in Appendix A is:
		1. <# of days/weeks> from the date of the initial payment being made.
	4. Delivery of full resolution deliverables within twenty-four (24) hours of the final payment being made
	5. Deadlines may only be altered by the mutual written agreement of both parties.
3. **Payment**
	1. The parties agree that the Commissioner will pay the Artist a total of $<amount> USD, according to the following schedule:
		1. <amount> USD within 24 hours of the signing of the contract
		2. <amount> USD upon the delivery of low-resolution deliverable within Appendix A, subject to the timelines in 2), above
	2. In the event that Artist is unable to comply with the deadlines specified in 2), above, the Commissioner reserves the right to fulfill the payment terms of the agreement in 3.a), above, on a prorated basis for finished high resolution artwork.
		1. In the event that the initial payment set forth in 3.a, above, exceeds the prorated amount owing in 3.b), the Artist commits to reimbursing the Commissioner by a mutually agreed upon method.
	3. Payments as set forth in 3.a) above will be made by the Commissioner as follows:
		1. <method> specified by the Artist
4. **Process**
	1. The Commissioner will provide the Artist with descriptions, visual references, and other aids requested (if available) for the work(s) set out in Appendix A at the inception of the contract.
		1. Visual references are for reference purposes only, and will not be mimicked or replicated by the Artist
	2. The Artist will provide a preliminary sketch(es) for the work(s) set out in Appendix A through the duration of this agreement.
		1. The Commissioner will review sketches and respond with recommendations
		2. Additional alterations beyond those specified in 4.b.i) may require additional payment on the part of the Commissioner, at the discretion of the Artist
	3. The Artist will submit a low-resolution file for each work upon completion as per 2.b), above.
	4. Delivery of high-resolution images as per 2.d), above, will be made within 24 hours of receipt of final payment as per 3.a), above
5. **Rights**
	1. The Artist retains full moral rights to works produced under this agreement, including the right of attribution, non-alteration without prior consent, and personal use within portfolios (physical and electronic).
		1. The Artist waives any right to distribute or resell works produced under this agreement without the prior consent of the Commissioner.
	2. The Commissioner retains unlimited commercial rights to the work, for distribution in electronic or physical form, subject to 5a), above.
6. **Termination and inappropriate use**
	1. This agreement is fully executed upon the fulfilment of the artwork according to the Schedule and the Payment terms set out in 2) and 3), above.
	2. The agreement may be terminated immediately by the Commissioner without financial penalty should any deliverables be sexually explicit, sexist, homophobic, racist, or derogatory to any identified people or peoples.
	3. The rights of the Commissioner as set forth in 5.b), above, may be voided by the Artist without financial penalty in the event of the Commissioner permitting the usage of the deliverables for any purposes that are sexually explicit, sexist, homophobic, racist, or derogatory to any identified people or peoples.
	4. In the event of a disagreement under 6.b), or 6.c) above, either party may refer the matter to dispute resolution as set forth in 7), below.
7. **Dispute resolution**
	1. In the event of a dispute over the implementation of this agreement, either party may request the matter be referred to a third party for adjudication.
	2. The appointment of an adjudicator as per 7.a) will be by mutual agreement.
	3. The cost of adjudication will be shared equally between the parties.
	4. The decision of the adjudicator will be final.

I agree to the terms set forth in this agreement and the accompanying Appendix.

DATE

Year/month/day

COMMISSIONER

Name: <name/signature>

ARTIST

Name: <name/signature>

*This agreement has been signed electronically. The original shall be the last modified file on or prior to the date of the agreement which is attested to in documents from both parties.*

**APPENDIX A: Artwork**

This appendix forms part of the Agreement between <Commissioner> and <Artist> dated **<same date as above>**:

All images are to be <media; colour; whatever you are seeking>, in a style understood by both parties to be “<whatever tickles your fancy>”.

Image orientations are specified for each category and/or image.

1. **Full body images** (<number of images>) <portrait/landscape>
	1. <description of image; hyperlink if necessary>
2. **Portrait images** (<number of images>) <portrait/landscape>
3. **Action scene,** <number of figures in scene> figures (<number of images>) <portrait/landscape>
	1. <description of image; hyperlink if necessary>

***<sketches or reference images may be pasted in if desired>***