



## “The Owl’s Craft”

### Art Commission Agreement

#### 1. Client and Artist info

##### Client and Artist Information

###### **Commissioner (Client)**

Name, Surname:

Address:

Email:

###### **Artist (The Owl’s Craft)**

Address: Rīga, Latvija

Email: [theowlscraft@gmail.com](mailto:theowlscraft@gmail.com)

#### 2. Scope of work

The Artist, "The Owl’s Craft," is commissioned by the Client, **[Client Name]**, to create the specified artwork. All aspects and details of the artwork must be discussed and agreed upon by both parties before the commencement of work. The Artist must provide a preliminary sketch for the Client’s approval before starting the final piece.

Project description: **[Details of the commission]**

#### 3. Project Timeline

The estimated project completion time is provided for reference and is not a binding deadline unless explicitly agreed upon by both parties.

- If a specific deadline is required, the Client must inform the Artist before the project begins.
- If no deadline is provided, the Artist will complete the work as soon as possible, keeping the Client informed of the expected timeline.

- The Artist is not responsible for delays caused by the Client's failure to provide timely feedback.
- The project is considered complete once the Artist hands the artwork over for shipment. The Artist is not responsible for shipping delays.

#### 4. Payment Terms and Agreement

The client pays for the commission and shipping. The artist handles the packaging and shipping process. If the work got damaged in the process of shipping a refund may be discussed and agreed upon.

The total fee for the commissioned artwork is **[EUR amount]**. Payment terms are as follows:

- **Deposit:** A non-refundable deposit of **[EUR amount]** is due upon signing this agreement.
- **Final Payment:** The remaining **[EUR amount]** is due upon completion and before the artwork is delivered to the Client.
- **Shipping:** An additional shipping fee of **[EUR amount]** will be charged once the artwork is ready to be shipped.

All payments should be sent to the Artist's PayPal account **@theowlscraft**. The Artist will confirm receipt of payment before starting or continuing work.

#### Refunds:

- The Client's payment is non-refundable if they are not satisfied with the completed work, provided that the process was discussed and approved at each stage.
- If the artwork is damaged during shipping, a refund or replacement may be discussed.

If the client wishes to purchase commercial rights then additional fee is applied.

#### 5. Client's Rights

- The Client may be involved in the creative process by expressing and stating desired outcomes. Revisions are allowed for minor details but not for fundamental changes that would require restarting the work.
- Any major changes (e.g., background color, character poses) after work has started will require a new agreement and payment for a new project.
- The Client has the right to contact the Artist during agreed-upon times via email, Instagram, WhatsApp, etc.
- The commissioned work may be loaned or exhibited with proper credit given to the Artist. The Client is granted a non-exclusive license for personal, non-commercial use.
- The commissioned work may not be resold, auctioned, or used for profit without the Artist's consent. Unauthorized resale of the artwork gives the Artist the right to pursue legal action.

## **6. Rights of the artist**

- If the Client cancels the commission, the Artist retains the right to complete and sell the work.
- The Artist retains all copyright and intellectual property rights to the commissioned artwork. The Artist may display the artwork in their portfolio, on social media, and other platforms.
- The Artist's rights are limited to personal use if the Client purchases commercial rights.

## **7. Cancellation Terms**

- If the Client cancels the agreement, the deposit is non-refundable.
- If the Artist is unable to complete the work due to personal issues, the Client will receive a full refund.

The Artist reserves the right to cancel this Art Commission Agreement under the following conditions:

- The Client fails to make the required payments within the agreed-upon time frame.

- The Client does not respond to communications or provide necessary feedback within 3 days.
- Significant creative differences arise that cannot be resolved, or the Client requests changes that alter the original scope of work.
- The Client breaches any terms of this agreement, including but not limited to unauthorized use of the artwork.
- The Artist experiences unforeseen personal circumstances, such as illness or family emergencies, that prevent the timely completion of the project.
- The Client engages in abusive or inappropriate behavior towards the Artist.
- The project or its intended use raises legal or ethical concerns.
- External factors beyond the Artist's control, such as natural disasters or government actions, prevent the completion of the project.

Cancellation of the agreement must be communicated in writing, via email, message, or another agreed-upon method.

## **8. Confidentiality**

The artist agrees not to share the client's personal information without their permission.

## **9. Acceptance of Agreement**

This Art Commission Agreement becomes effective upon the signature of both parties.

### **Client:**

Name Surname:

Date:

### **Artist: The Owl's Craft**

Date: