CONTRACT AGREEMENT

1. Artist Responsibilities

- The Artist agrees to deliver the artwork as per the agreed specifications and within a mutually agreed-upon timeframe.
- The Artist will notify the Client of any delays or unforeseen circumstances affecting delivery. If necessary, an extension of the deadline may be discussed and agreed upon.
- The Artist grants the Client full copyright of the commissioned artwork upon receipt of full payment, including all rights to reproduce, modify, resell, and distribute the work, unless otherwise agreed in writing.
- The Artist retains the right to display the artwork in their portfolio or promotional materials unless the Client requests confidentiality in writing.
- All artwork will be delivered digitally in high-resolution format (JPEG, PNG, PSD, or TIFF unless otherwise agreed).

2. Client Responsibilities

- The Client must provide clear instructions, reference materials, and design preferences before work begins.
- The Client must ensure they have the legal rights to any materials provided to the Artist.
- The Client agrees to credit the Artist (Erskine Designs) where applicable, unless otherwise agreed upon in writing.

3. Payment Policy

- A non-refundable deposit of 50% of the total project fee is required before work begins.
- The remaining balance is due upon completion and approval of the final artwork.
- Full payment must be made within 14 days of receiving the invoice.
- If payment is not received within 30 days of the invoice date, the Client forfeits their rights to use the artwork, and the Artist retains full ownership.

4. Revisions Policy

- The project includes 3 rounds of revisions. (Once the Artist sends an update of the artwork, the Client provides revisions, closing one round of revisions.)
- Additional rounds of revisions will be charged at $50 per one round.
- Major changes, including alterations to the overall concept, composition, or style after initial approval, will incur additional charges to be determined based on the complexity of the request.

5. Refund Policy

- Once the Client has received the final product, eligibility for refunds is terminated.
- If the Artist is unable to provide the initial sketches, the deposit will be refunded.

6. Termination

- Either party may terminate the contract if the other party breaches any material terms outlined herein.

7. Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts located in New Mexico.

8. Agreement

- Submission of the initial deposit constitutes full acceptance of the terms outlined in this agreement.

Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Artist Name: Erskine Designs

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: July 28, 2025

For more information please visit: <https://www.erskinedesigns.net/terms>