Contract for Commission of Artwork by Sherry Amor

*~Please read this contract thoroughly~*

Date:

Subject:

Artist: Sherry Register, aka Sherry Amor amoreinc7@gmail.com (407)-985-6945

Client:

Price:Flat-Fee of $\_\_\_\_\_ calculated with Considering Factors\*(See item 12 under *Further Terms*)

Terms:

The Artist and Client shall meet (in person, instant messaging, socials) whenever reasonably possible to discuss the details of the commissioned artwork. The Client shall provide photographs and specific details, including but not limited to: style, inspiration, and color of the desired subject. The Artist shall be paid a non-refundable design fee of $\_\_\_\_ for the final artwork, provided that it is in accordance to the Client’s satisfaction, and no other Considering Factors are present. The Artist shall provide to the Client— by photographs or personal inspection—**the *work in progress*, to allow the Client to observe the process of the artwork’s creation, and the Client may request this at any time.** The Artist shall accommodate reasonable change requests without charge, provided that they are within a reasonable time of the deadline, if one is proposed. Upon completion, the Artist shall notify Client for one final inspection before delivery. **Payment is due upon delivery of the artwork (within 12 hours).**

What the Artist Does **Not** Draw:

* NSFW (including incest, children)
* Any suggestive content not NSFW
* Furries
* Animals (extremely detailed)
* Wiccan/Anti-Religious
* Witches/Wizards
* Explicit Monster content/Monster details

What the Artist (Sherry Amor) Draws:

* Logos (Business, Services, etc.)
* Character Designs (Books, Television, Movies, etc.):
	+ Human characters
	+ Fairies
	+ Mermaids
	+ Fashion/Costumes
	+ Superheroes
	+ Animals (not detailed)
	+ Backgrounds/Landscapes/Maps
	+ Religious
* Cover Artwork (Books, Webtoons, Graphic Novels)

Timeline:

From the date the Artist agrees to commission the work, the Artist shall have a week to complete the initial sketch, depending on whether there is a deadline required by the Client. **If there is no deadline, the Artist will have a reasonable time, no more than two weeks after agreeing to commission the work, to complete the initial sketch.** Upon acceptance of the sketch, the Artist shall have one month to complete the final work, and, during this time, provide to the Client photographs of the work in progress or make the piece available for inspection, **and this may be requested by the client at any time during the progress of commission.** Upon substantial completion, the Artist shall, through photographs or personal inspection, make the piece available to the Client. Upon completion and prior to delivery, the Client shall be given the opportunity to inspect the finished artwork for one final inspection.

*\*Note: This timeline is based on reasonable times with* ***no deadline****. If a deadline is required, Client shall inform Artist in* ***initial request*** *for commission. Progress of the commission based on the given deadline shall be determined by the parties and a written timeline shall be added separately to this initial contract.*

Artist’s Rights:

The artist reserves to herself all rights to the preliminary design(s) and any incidental works made in the creation of the artwork. The artist shall receive authorship credit in any reproduction of the work. **If profits accrue from the artwork, and if agreed to by both parties, the artist shall split the profits with the client, with 10% of profits to artist, and 90% of profits to the client.** (Note: Consult the federal copyright laws for more detailed information on this subject). The artist requires that the client is **thorough, clear, and precise** with their description of the desired work. The artist requires clear, avid communication, **and reserves the right to at most two days (48-hour period) to respond.**

Client’s Work Specifically: (Fill in as needed for specific client)

Client () has commissioned Artist (Sherry Amor) to perform the following:

* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Further Terms and Agreements:*

1. *Orders or agreements between an Artist or Artist’s representative and Client (i.e., this contract)* ***shall be in writing*** *and shall include the specific rights which are being transferred, the specific fee arrangement agreed to by the parties, delivery date and a summarized description of the work.* ***“Writing” includes contracts, written communication via text, social media, or voice-to-text message.***
2. *All changes or additions not due to the fault of the Artist or Artist’s representative shall be billed to the Client as an additional and separate charge,* ***if the Client is at fault.***
3. *There should be no charges to the Client for revisions or retakes made necessary by errors on the part of the Artist or the Artist’s representative.*
4. ***Completed work shall be promptly paid for in full and the artwork shall be delivered promptly to the Client.*** *Payment due to the Artist shall not be contingent upon third-party approval or payment. “Third-party” refers to a physical person.* ***The Artist will only accept payments made directly from the Client.*** *Payments made via electronic transfer (Cashapp, Zelle, Paypal), Cash, or Check, shall be accepted.*
5. ***Alterations shall not be made without consulting the Artist.*** *Where alterations or retakes are necessary, the Artist shall be given the opportunity (48 hours) of making such changes. Depending on the number of alterations made, the Client may be subject to additional charges.*
6. *The* ***Artist shall notify the Client of any anticipated delay in delivery as soon as possible.*** *Should the Artist fail to keep the contract through unreasonable delay or non-conformance with agreed specifications, it shall be considered a breach of contract by the Artist. Should the agreed timeline be delayed due to the Client’s failure, the Artist should endeavor to adhere as closely as possible to the original schedule as other commitments permit.*
7. *There shall be no undisclosed rebates, discounts, gifts, or bonuses requested by or given to Client by the Artist or representative unless there is a material mistake on behalf of the artist. “Material” in this case refers to significant, or substantial change to the artwork, or failing to comply with deadlines.*
8. *Artwork and copyright ownership are vested in the hands of the Artist unless agreed to in writing. No works shall be duplicated, archived or scanned without the Artist’s prior authorization (written or oral).*
9. *Original artwork, and any material object used to store a computer file containing original artwork, remains the property of the Artist unless it is specifically purchased. It is distinct from the purchase of any reproduction rights. All transactions shall be in writing.*
10. *In case of copyright transfers, only specified rights are transferred. All unspecified rights remain vested with the Artist. All transactions shall be in writing.*
11. ***Commissioned artwork is not to be considered as “work for hire” unless agreed to in writing before work begins.***
12. *“Considering Factors” When the price of work is based on limited use and later such work is used more extensively, the Artist shall receive additional payment agreed to by both parties.* ***Artwork requested will be initially given a flat-fee, with other considerations already calculated beforehand****. The Artist will take into consideration for payment: skill, hours worked, equipment used, knowledge of field, and time loss due to lack of communication (if lack of communication has caused either minor or major setbacks in producing art).*
13. *All published illustrations and photographs shall be accompanied by a line crediting the Artist by name.*
14. *The right of Artist to sign work and to have the signature appear in all reproductions shall remain intact.*
15. *If during the creative process the Client rejects the work (orally, or written) and/or attempts to alter the work to the Client’s approval, then the commission is terminated. A charge of $50 will be billed to the Client, based on Considering factors.*
16. *Emergency: If an Artist is specifically requested to produce any artwork during unreasonable working hours,* ***fair additional remuneration shall be paid in the amount of $50.***
17. *When promoting the artwork or the Artist, please use the Instagram handle* ***@\_sherryamordraws\_ .***
18. ***This contract is presumed final, but subject to negotiation between Artist and Client. Any changes must be in writing, either in this original contract or other written communication that may later be added to the contract.***

Thank you so much for reaching out to me for your commission artwork! **Please note that contact with me via phone, email, or social media regarding this contract is always welcomed,** **no matter the time.** If the above meets with your approval, please sign and return this agreement to Artist (Sherry Amor) via email *amoreinc7@gmail.com*or by any other communication agreed to between the parties**.** **Please retain one copy for your records.**

 *Client’s Name (Signature)*

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

 *Artist’s name (Signature)*

*Sherry Register*

*—————————————— Date:——————————*