

Commission Agreement

Agreement made between WL Smith (hereinafter called "the Artist"), and (hereinafter called "the purchaser").

WITNESSETH THAT,

WHEREAS, the Artist is a recognized professional artist, and;

WHEREAS, the Purchaser acknowledges sufficient familiarity with the style and quality of the work of the Artist, and;

WHEREAS the Purchaser desires the Artist to create a work of art (hereinafter called "the Work") in the Artist's unique style, and;

WHEREAS both parties wish the integrity and clarity of the Artist's ideas and statement in the Work to be maintained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties hereto agree as follows.

1. DESCRIPTION OF WORK. The Artist shall create the following work of art;
It is hereby understood and agreed that it may not be possible to create the Work exactly as described herein or as depicted in preliminary designs, and the Artist shall only be bound to use his best aesthetic judgment to create the Work according to the style and intent of the design.
2. PRICE AND PAYMENT SCHEDULE. The Artist shall sell the Work to the Purchaser, subject to the conditions herein, for a price of _____, payable as follows;
SIXTY PERCENT upon the execution of this agreement;
THE BALANCE upon Artist's giving notification that the Work upon Artist's giving notification that one-half of the Work is completed.
 - a. The Purchaser shall pay all applicable taxes in the Work with the final payment.
 - b. The Purchaser agrees to pay all amounts due upon receipt of notice.
 - c. If the Purchaser fails to make any payment when due, Artist reserves the right to charge interest of the then prevailing interest rate for banks on the amount past due. It is understood that delay of payment may extend the time required to complete the Work.
 - d. It is agreed that the Artist shall work, on site-specific installations, in seclusion. The Purchaser shall have the right to inspect the Work in progress upon reasonable notice to the Artist.
3. DATE OF COMPLETION. The Artist agrees to complete the Work within _____ days of the signing of this agreement.
 - a. The completion date shall be extended for such a period of time as the Artist may be disabled by illness preventing progress of the Work.
 - b. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to changes to design, fire, theft, strikes, shortage of materials, and Acts of God.
 - c. Completion of the work is to be determined by the Artist who shall use his professional judgment to deviate from any preliminary designs as he in good faith believes necessary to create the Work.
4. INSURANCE. Purchaser agrees to accept full responsibility to insure the Work against theft, fire and other damage.
5. TERMINATION. This agreement may be terminated on the following conditions;
 - a. The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within ninety (90) days of the completion date in Paragraph 3. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payments made pursuant to Paragraph 2, but shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Work.
 - b. If the purchaser does not find the Work in progress fulfilling his/her expectations or needs and therefore wishes to terminate the Agreement, Purchaser shall immediately notify the Artist of termination. The Artist shall thereupon be entitled to retain all payments which Artist has received or was entitled to receive pursuant to his agreement prior to such notification.

c. The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty (60) days late in making any payment due pursuant to Paragraph 2, provided, however, that nothing herein shall prevent the Artist bringing suit based on the Purchaser's breach of contract.

d. This Agreement shall automatically terminate on the death of the Artist, provided, however, that the Artist's estate shall retain all payments made pursuant to Paragraph 2.

e. The exercise of a right of termination under this paragraph shall be written and set forth the grounds for termination.

6. ARTIST'S RIGHTS.

a. *Right to Credit.* The Artist reserves to himself all rights of reproduction and all copyrights on the Work.

A plaque, will be displayed in the immediate location of the installed Work. The Artist shall also receive *authorship credit* in connection with the Work in the following form: The name of the Artist (WL Smith), the title of the Work if any, and the year of completion.

b. *Repairs/Maintenance.* The Purchaser shall be responsible for the proper cleaning, maintenance, and protection of the Work. The Artist shall be consulted as to his recommendations with regard to all such repairs and restorations, and will be given the opportunity to recommend said repairs and restorations, for a reasonable fee. If the Purchaser and Artist cannot agree regarding repairs, then the Purchaser may accomplish such repairs, as s/he deems necessary. In that event, the Artist may elect that the Work will no longer be represented as the Work of the Artist.

7. WARRANTY. The Artist warrants that the design being purchased is the original product of his own creative efforts. The Artist warrants that unless otherwise stipulated, the Work is unique, and that it is an edition of one (1).

8. SEVERABILITY. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.

9. GOVERNING LAWS. The validity of this agreement and of any of its terms, as well as the rights and duties of the parties under this agreement, shall be governed by the laws of the County of Riverside, State of California.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement on this _____ day of _____, in the year 20_____

BY: _____ (Purchaser)

BY: _____ (Artist)