## John Twinning Fine Art - Contract for a commissioned artwork

Sample only - terms may vary depending upon any additional services required \*

## A contract between :

Mr. Berty Flack of: 28 Willow Bank, Camberwick Green, Nr Trumpton, Chigleyshire, CL5 1AZ. (Hereinafter referred to as the Client)

and

Mr. John Twinning of : 65 Vocation Road, Brushtown, Artsville, Staffordshire, WS15 2JT. (Hereinafter referred to as the Artist)

This signed contract forms a binding agreement between the Client and the Artist; whereby :

The Artist agrees to produce and supply a painting in gouache of the Client's flying horse '**Pegasus'** (Hereinafter referred to as **the Artwork**). The Client agrees to buy the Artwork from the Artist as detailed below.

The Artwork shall be a head and wings portrait of your flying horse '**Pegasus**', using gouache on heavyweight cartridge paper at A4 size. The painting is to be based on the reference photograph supplied by the Client/taken by the Artist; which has been amended by the Artist in Photoshop *(see below)* and which has been approved by the Client. The Artist agrees to send the Client at least three update photographs by email over the duration of the commission.



The total cost for the commissioned artwork (*plus any required photography*) will be £??? (*No VAT is payable*).

\* Other costs and services if required: photography £???, optional framing £???, shipping £???

A 20% non-refundable deposit of £??? (to cover the cost of the artwork and any photoshoot) will be required at the time of commencement of the artwork; with the balance becoming due upon delivery. Please make your cheque payable to : 'John Twinning' and send to the address above with a signed copy of this form. Please note that your deposit cheque will not be paid to the bank until work is actually commenced.

In the extremely unlikely event that the Client is not satisfied with the Artwork upon delivery, then they will not be obliged to accept the Artwork; in which case, no further payment would be required to be made to the Artist. Under such circumstances however the Artist would retain the work.

The Artist shall retain copyright on the Artwork and shall be able to make reproductions for sale from a digital scan of the Artwork. This scan would be made before the Artwork is handed over. The Artist also reserves the right to display this digital image of the Artwork on his website and through other electronic and print media.

The agreed timescale for completion is by no later ??/??/2020. The artist aims to meet the agreed deadline wherever possible and agrees to notify the client well in advance of the deadline if there are likely to be any delays out of his control. There are not expected to be any delays and pictures are very often completed in advance of the agreed deadline.

Signed The Artist, on ??/??/2020
Signed The Client, on ??/??/2020

(Please sign, date and return to me together with your deposit cheque)