

ARTWORK COMMISSION AGREEMENT

This Commission Agreement (“Agreement”), shall be entered into and go into effect as of _____ (“Effective Date”) between RyAnne Alissa Curnow and Oceans and Ink, LLC (“Artist”) and _____ (“Client”). The Agreement shall govern the respective rights of Artist and Client with respect to the artwork or the Work described and defined herein.

I. Scope of Work Commissioned

Artist and Client agree that the commissioned artwork to be created by Artist, pursuant to Client’s general requests shall be created with the understanding and agreement that the following artwork, hereafter known as “the Work” has been discussed and described as:

The Work

- ...

Artist agrees that the Work shall be artistically produced based on the style of the Artist and general direction of the Client. However, Client understands art is subjective to the Artist being hired and provides the Artist with the authority to create, with general directions from the Client, but freely and subjectively to the Artist’s style and direction.

II. Deadlines and Completion

Upon receipt of Client’s specifications pursuant to Section I, which Client agrees are true and complete at the time of execution of this Agreement, and receipt of initial payment as listed in Paragraph IV below, Artist agrees to complete the Work upon the following schedule:

- (30) days following the signature of this Agreement, unless extended and agreed upon by Client and Artist or extended by extenuating circumstances.

III. Rights Transferred

Artist and Client agree that the following rights shall be transferred from Artist to Client upon receipt of full payment.

Artist agrees to the perpetual non-exclusive license of all rights including the right to display, modify, transfer, and sell the Work, to Client, excluding the right to authorship credit, which is retained by Artist. Client may promote, share, and use the Work as long such uses are not intended for financial gain. The Client may sell the Work in its original form.

IV. Compensation

The Client shall pay Artist a total flat fee as defined in Attached A, as total compensation for the project described above. Payment shall be made as follows:

- 50% at start of work as down payment.
- 50% upon receipt of final deliverable.



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Two (2) minor changes are allowed. Additional fees will be charged for other revisions, and for revisions reflecting a new direction to the assignment, or new conceptual input. The revisions (as stated above) and resulting fees will necessitate an addendum to this contract signed by both parties.

Additional fees will be charged for revisions made after (2) minor changes, and for revisions reflecting a new direction to the assignment, or new conceptual input.

V. Termination/Kill Fee

Client may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Client agrees to compensate Artist as follows:

(1) **Partial Completion.** If Artist has partially completed the Work, Client agrees to compensate Artist at fifty percent (50%) of the total compensation. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed the Work.

(2) **Full Completion.** If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise provided in this Agreement.

VI. Non-Payment; Remedies

Any delinquent payments due shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month. Client agrees that it shall bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys' fees and court costs.

VII. Artist's Right to Authorship Credit

Artist may use the Work in Artist's portfolio (including, but not limited to, any website that displays Artist's works). When asked, Client must properly identify Artist as the creator of the Work. Client does not have a proactive duty to display Artist's name together with the Work, but Client may not seek to mislead others that the Work was created by anyone other than Artist, and may not remove Artist signature from the Work.

VIII. Severability; Integration

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

IX. Unauthorized Use by Client; Indemnity



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Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys' fees and costs, incurred as a result of Client's unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.

X. Warranty of Originality

Artist represents and warrants to Client that, to the best of Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client's use of Artist's product to the extent such use infringes upon the rights of any other person.

XI. Release of Liability

Client agrees that it shall not hold Artist or any agent thereof liable for any damages arising from Artist's failure to complete the Work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Artist or of any third party.

AGREED TO AND ACCEPTED BY:

CLIENT

Signature _____ Date _____

Name (First, Last): _____

Signature _____ Date _____

Name (First, Last): _____

ARTIST

Signature _____ Date _____

RyAnne A. Curnow
Creator, artist, partial Owner of Oceans and Ink, LLC

Signature _____ Date _____

Jordan T. Diel
Partial Owner of Oceans and Ink, LLC

