

Follow these steps to ensure a satisfactory client-artist collaboration!

DESIGN INITIATION

1. Artist creates sketches/maquettes for consultant/client approval.
2. A design fee will often be applied to the final cost of the artwork. One revision of the sketches/maquettes may be included in the design fee.
3. Consultant/client approves the sketch and the artist is paid a design fee.

ARTWORK CREATION AND INVOICING

4. Consultant/client submits written approval to the artist to proceed with artwork creation based on the approved sketch/maquette. Consultant/client and artist agree to a timeline for artwork completion.
5. Artist submits a W9 and invoice for the full artwork amount to the consultant/client.
 - Consultant/client will release 50% of the full amount as a deposit to begin work, and the remaining 50% at project completion, unless otherwise agreed upon in writing. Artist begins work on approved artwork direction upon receiving deposit.

PROGRESS REPORTING

6. Artist provides consultant/client with written progress reports at 30%, 60%, and 90% of artwork completion via email correspondence, including photographs of artwork in progress. Such progress reports keep all parties informed while minimizing any risks or surprises in the commission process.
 - Consultant/client will provide feedback to artist if the commission is not meeting the agreed-upon sketch/maquettes. Artist will make reasonable and necessary adjustments to the commissioned work if requested.
 - Artist may be asked to assist in documentation of the creation process which can be shared with the client and/or the general public.

ARTWORK COMPLETION AND FINAL PAYMENT

7. At 100% completion, the consultant/client will approve the artwork with a final sign-off and issue the remaining 50% of payment.
 - Celebrate a great collaboration and masterpiece!



Sculpture by David Harbor for Denver Water

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ADDITIONAL TERMS

Language such as what is shown below is often included in commission contracts. We recommend familiarizing yourself with these terms of agreement, which are widely used by art consultants, dealers, and corporate buyers.

TERMS OF AGREEMENT:

Terms agreed upon by both the artist and the consultant/client/buyer.

If the artist does not abide by the terms of a commission agreement (including but not limited to lack of sketches/maquettes and/or progress reports) or if the artist refuses to make requested revisions, the consultant/client can reserve the right to refuse acceptance of the artwork and will have no obligation to pay the artist/gallery the remaining balance. In such cases, all artwork produced remains with the artist.

WAIVE OF RIGHTS:

Language affirming that artists will not take legal action if a client chooses to remove or deaccession their artwork.

Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work described above and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA"), the California Art Preservation Act (Cal. Civ. Code §§987 and 989) ("CAPA"), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the Client, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work. The Client has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in Client's sole discretion. Artist understands the effect of this waiver and hereby acknowledges that Artist is surrendering the rights described herein with respect to the Work. If the Client modifies the Work without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2). This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

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