

# TOSH JONQUIL

## ARTIST COMMISSION CONTRACT

TOSHJONQUIL@GMAIL.COM

WWW.TOSHJONQUIL.COM

This Commission Agreement ("Agreement") is made and entered into on this [Date], by and between:

**Artist:**

Name: Natasha Helmick (Tosh Jonquil)

Email: [toshjonquil@gmail.com](mailto:toshjonquil@gmail.com)

**Client:**

Name: [Client Name]

Email: [Client Email]

Phone: [Client Phone Number]

WHEREAS, the Artist agrees to create a digital art or illustration piece as per the specifications of the Client; and

WHEREAS, the Client agrees to pay the Artist for the completed artwork based on the terms outlined below.

The parties agree as follows:

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**1. Commission Details:**

- **Description of Work:** The Artist agrees to create a digital art piece or illustration for the Client based on the description provided by the Client. Specifics of the artwork (including size, subject matter, color palette, etc.) will be discussed and agreed upon before the commencement of the work.
- **Scope of Work:** The Artist will provide the Client with a draft of the artwork upon completion of the initial phase. The Client will be allowed **one (1) revision** to request changes or adjustments to the artwork. Additional revisions beyond the first will incur an extra fee as agreed upon by both parties.

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## 2. Payment Terms:

- **Upfront Payment:** Payment for the full commission must be made upfront before any work begins. The total agreed-upon amount for the commission is [Total Amount].
- **Method of Payment:** Payment is due via [Payment Method(s) - e.g., PayPal, Bank Transfer, etc.].

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## 3. Delivery and Timeline:

- **Timeline:** The Artist agrees to complete the artwork within a period of [Time Frame, e.g., 6 weeks] from the date of payment. If the Artist is unable to meet this deadline, the Client will be notified with an updated completion date.
- **Final Delivery:** The final artwork will be delivered to the Client in the agreed-upon format(s) (e.g., .PNG, .JPG, .PSD).

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## 4. Revisions and Edits:

- The Client will have **one (1) opportunity** to request revisions to the artwork after receiving the first draft.
- Revisions are limited to minor adjustments such as color changes, small details, or composition tweaks. Any substantial changes or additional edits requested after the initial revision will be considered outside the scope of this agreement and will be subject to additional charges.
- The Artist reserves the right to reject revisions that fall outside the scope of the original agreement.

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## 5. Refund Policy:

- **No Artwork Produced:** If the Artist does not produce any artwork by the agreed-upon deadline (after 3 months), the Client is entitled to a **full refund**.
- **Disputed Refunds:** If the Client is unsatisfied with the work or revisions (and has adhered to the one revision rule), a partial refund may be offered at the Artist's discretion. Refunds will not be issued in full unless the work has not been started or

delivered within a 3-month period. All refund requests are subject to review and approval.

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#### **6. Usage Rights:**

- **Personal Use Only:** The final artwork will be provided for **personal use only**. The Client may print, share, or display the artwork for personal, non-commercial purposes. The Client may not sell, distribute, or use the artwork for commercial gain.
  - **Artist's Rights:** The Artist retains all intellectual property rights, including copyright, to the artwork. The Artist may use the artwork in their portfolio or for promotional purposes, unless otherwise agreed upon in writing.
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#### **7. Termination of Agreement:**

- Either party may terminate this Agreement with written notice if the other party fails to fulfill their obligations or breaches any terms of the Agreement.
  - If the Client terminates the Agreement before the completion of the artwork, no refund will be issued unless no work has been started. If the Artist terminates the Agreement, the Client will receive a full refund if no artwork has been delivered.
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#### **8. Limitation of Liability:**

- The Artist is not liable for any indirect, special, or consequential damages arising from the Client's use of the artwork.
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#### **9. Governing Law:**

- This Agreement shall be governed by and construed in accordance with the laws of [Your State/Country].
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#### **10. Entire Agreement:**

- This Agreement constitutes the entire agreement between the Artist and the Client and supersedes any prior discussions, negotiations, or agreements, whether written or oral.

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By signing below, both the Artist and Client acknowledge that they have read, understood, and agree to the terms and conditions of this Commission Agreement.

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**Artist Signature:**

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

**Client Signature:**

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

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Please review this contract carefully before signing to ensure all terms meet the needs of both parties.