

Contract for Commission of Artwork by Sherry Register

~Please read this contract thoroughly~

Date:

Project:

Artist: Sherry Register

Artist Contact: Amoreinc7@gmail.com, (407)-985-6945

Client:

Client Contact:

Price: Prices are conditional upon the type of work requested (found in the Prices section and any other Considering Factors*(See item 12 under *Further Terms*).

Terms:

The Artist (SHERRY REGISTER) and Client (CLIENT NAME) shall meet when reasonably possible to discuss the details of the commissioned commission. The Client shall provide any relevant media—including photographs, videos, magazines, and other commissions—and specific details, including but not limited to: style, inspiration, and color palette of the desired project. **The Artist shall be paid a non-refundable flat fee (based on type of work requested) for the final commission*, provided that it is in accordance with the Client's satisfaction at the time of final inspection and there are no other Considering Factors*.** The Artist shall provide to the Client—by photographs or personal inspection—the work in progress, to allow the Client to observe the process of the commission's creation, **and the Client may request this at any time.** The Artist shall accommodate reasonable change requests without charge, provided that they are within a reasonable time of the deadline, if a deadline is proposed. (*See items 16 and 17 under *Further Terms*)

Upon completion, the Artist shall notify Client for one final inspection before delivery. **The balance is due upon delivery of the final inspection of commission (within 12 hours). If the Client is dissatisfied with the final inspection, the Client will inform the Artist to change any details without an additional charge. If the Client approves of the final inspection, and upon delivery of the finished project decides it is unsatisfactory, then the Artist will be entitled to keep the full amount paid.**

What the Artist Draws:

- Logos (Business, Services, etc.)
- Character Designs (Books, Television, Movies, etc.)
 - Human characters
 - Fairies
 - Mermaids
 - Costumes

- Superheroes
- Animals
- Backgrounds/Landscapes/Maps
- Cover Commission (Books, Webtoons, Graphic Novels, etc.)
- Fanart (provided the licensed character is already approved to be re-drawn and/or re-distributed according to Title 17 U.S Copyright Law)

What the Artist Does **Not** Draw:

- NSFW (including incest, children, sexual violence, and other highly disturbing content)
- Any suggestive content not NSFW
- Furies
- LGBTQ content
- Wiccan/Anti-Religious
- Witches/Wizards
- Explicit Monster content/Monster details

Timeline:

From the date that this contract is signed, the Artist shall have a week to complete the initial sketch, depending on whether there is a deadline required by the Client. **If there is no deadline, the Artist will have a reasonable time, no more than two weeks after signing this contract, to complete the initial sketch.** Upon acceptance of the sketch, the Artist shall have one month* to complete the final work, and, during this time, provide to the Client photographs of the work in progress or make the piece available for inspection, **and these may be requested by the client at any time during the progress of commission.** Upon substantial completion, the Artist shall, through photographs or personal inspection, make the piece available to the Client. Upon completion and prior to delivery, the Client shall be given the opportunity to inspect the finished commission for one final inspection.

Note: This timeline is based on reasonable times with **no deadline. If a deadline **is** required, Client shall inform Artist of the preferred time during the initial request for commission. Progress of the commission based on the given deadline shall be determined by the parties and—if needed—a written timeline shall be added separately to this initial contract and be considered a part of the contract.*

**One month is a general timeframe. Should the Artist complete the work, and the Client approves in the final inspection, and payment is arranged, and the work is provided to the Client within less than a month, then this contract will be deemed completed by both parties.*

Artist's Rights:

The Artist reserves to herself all rights to the preliminary design(s) and any incidental works made in the creation of the commission. The Artist shall receive authorship credit in any reproduction of the work. **If the commission is for commercial use**, the Artist shall split the profits with the client, with 5% of profits to Artist, and 95% of profits to the Client. (Note: Consult Title 17 of U.S Copyright Law for more detailed information on this subject). The Artist requires that the Client is thorough, clear, and precise with their description of the desired work. The Artist requires clear, avid communication, and reserves the right to **at most two days (48-hour period) to respond.**

Prices (as shown on website)

Artwork	Flat Fee*
Headshots (color/2-color background)	\$15.00 USD
Full Body (color/2-color background)	\$25.00 USD
Full Body (2+) 9color/2-color background)	\$40.00 USD
Concept Art/Design (for new character, background, or scene)	\$75.00 USD
Background*	\$50-100.00 USD
Full Body and Background (Scene)	\$35.00 USD
Full Body and Background (2+)	\$50.00 USD
Book Cover	\$75-100.00 USD
Logos	\$100.00 USD*
Special Requests	\$100.00 USD

*Flat fees may include additional charges based on Considering Factors (see item 12 under *Further Terms*)

*Background is not a single solid color or two-colored background. Background includes details, extra designs, stencils, words, product placements, and anything else requested by the client. Scene involves a set place/location.

*If logo is for commercial use, and will be displayed upon products for sale, then under agreement by both parties, the Artist is entitled to a share of profits of 5% (see Artist's Rights above)

Further Terms and Agreements:

1. *Orders or agreements between an Artist or Artist's representative and Client (i.e., this contract) shall be in writing and shall include the specific rights which are being transferred, the specific fee arrangement agreed to by the parties, delivery date and a summarized description of the work. "Writing" includes contracts, and written communication via email, letter, text, social media, or voice-to-text message.*
2. *All changes or additions not due to the fault of the Artist or Artist's representative shall be billed to the Client as an additional and separate charge, if the Client is at fault.*
3. *There will be no charges to the Client for revisions or retakes made necessary by errors on the part of the Artist or the Artist's representative.*
4. *Completed work shall be promptly paid for in full and the commission shall be delivered promptly to the Client. Payment due to the Artist shall not be contingent upon third-party approval or payment. "Third-party" refers to a physical person. The Artist will only accept payments made directly from the Client. Payments made via electronic transfer (Cashapp, Zelle, Paypal), Cash, or Check, shall be accepted. See items 16 and 17 for payment timelines).*
5. *Alterations shall not be made without consulting the Artist. Where alterations or retakes are necessary, the Artist shall be given the opportunity (48 hours) of making such changes. Depending on the number of alterations made, the Client may be subject to additional charges.*

6. *The Artist shall notify the Client of any anticipated delay in delivery as soon as possible. Should the Artist fail to keep the contract through unreasonable delay or non-conformance with agreed specifications, it shall be considered a breach of contract by the Artist. Should the agreed timeline be delayed due to the Client's failure, the Artist should endeavor to adhere as closely as possible to the original schedule as other commitments permit.*
7. *There shall be no undisclosed rebates, discounts, gifts, or bonuses requested by or given to Client by the Artist or Artist's representative unless there is a material mistake on behalf of the artist. "Material" in this case refers to significant, or substantial change to the commission without notice to the Client or failing to comply with deadlines.*
8. *Commission and copyright ownership are vested in the hands of the Artist unless agreed to in writing. No works shall be duplicated, archived or scanned without the Artist's prior authorization (written or oral).*
9. *Original commission, and any material object used to store a computer file containing original commission, remains the property of the Artist unless it is specifically purchased. It is distinct from the purchase of any reproduction rights.*
10. *In case of copyright transfers, only specified rights are transferred. All unspecified rights remain vested with the Artist. All transactions shall be in writing. See Title 17 Section 113 <https://www.copyright.gov/title17/title17.pdf>*
11. ***Commissioned artwork is not to be considered as "work for hire" unless agreed to in writing before work begins.***
12. *"Considering Factors" When the price of work is based on limited use initially and later such work is used more extensively the Artist shall receive additional payment agreed to by both parties. An example includes printed work intended only for the Client's household, and later being reproduced for Client's business, advertising, sale, etc. **The Client shall inform the Artist whether or not the work is made for single or commercial use.** The Artist will take into consideration for payment: skill, hours worked, equipment used, knowledge of field, individual or commercial use of finished commission, and any time loss due to lack of communication by Client (if lack of communication has caused a delay that changes the deadline for the commission due or prevents the Artist from continuing the commission within the agreed time).*
13. *All published illustrations and photographs shall be accompanied by a line crediting the Artist by name, unless otherwise agreed to in writing.*
14. *The right of an Artist to sign work and to have the signature appear in all reproductions shall remain intact.*
15. *If at any time during the creative process the Client rejects the work and attempts by the Artist to alter the work to the Client's approval, then the commission shall be deemed terminated. A charge of \$50 will be billed to the Client, based on Considering factors.*
16. *"Final Inspection": After the Artist has nearly completed the commission, the Artist shall present to the Client the commission for final inspection, based upon the initial sketches, designs, colors, and other inspiration provided by the Client at the initial request for this commission. If the Client approves of the final inspection, **FULL PAYMENT OF THE PRICE DETERMINED BY THE PARTIES IS DUE WITHIN 12 HOURS OF APPROVAL BEFORE THE FINAL COMMISSION IS DELIVERED. THE ARTIST WILL WATERMARK ALL FINAL INSPECTION PIECES TO PREVENT FURTHER ALTERATIONS OF THE WORK WITHOUT FULL PAYMENT PROVIDED.***

17. *“Final Commission” is the final, finished piece that requires no other alterations by the Artist, and has been pre-approved in the “final inspection” by the Client. **Once payment is provided, the Artist shall provide the final commission to the Client within 8 hours of receiving payment.** The final commission shall NOT include the Artist’s watermark but shall include the Artist’s trademarked signature that is present on all works by the Artist (see Artist’s portfolio on website).*
18. *Non-Working Hours and Limited Timeframe: If the Artist is specifically requested to produce any commission during non-working hours or within a limited timeframe, **fair additional remuneration shall be paid in the amount of \$50.** (An example would be requesting an artwork during non-business hours for delivery within two days, or to request a commission be finished in less than two days (48 hours)). “Non-working hours for the Artist are between 12:30 am–7:59am local time. If the Artist has already been hired for commission, then via this contract, the Artist may work on the requested commission at any time. **Under a signed contract between the parties, the Client will not be billed for hours worked during non-business hours.***
19. *When promoting the commission or the Artist, please use the Instagram handle @_sherryamordraws_. **The Artist reserves the right to showcase her commissioned work on the Artist’s website(s), video recordings, still photos, and any other social media(s) under the Artist’s brand and name.***
20. *Unless otherwise agreed to by both parties, all communications via the requested commission will be via email or social media contact.*
21. **THIS CONTRACT IS PRESUMED FINAL, BUT SUBJECT TO NEGOTIATION BETWEEN ARTIST AND CLIENT. ANY CHANGES TO THIS CONTRACT SHALL BE IN WRITING, EITHER IN THIS ORIGINAL CONTRACT OR OTHER WRITTEN COMMUNICATION THAT MAY LATER BE ADDED TO THE CONTRACT.**

Thank you so much for reaching out to me for your commission! Please note that contact with me via email, or social media regarding this contract is always welcomed, no matter the time. If the above meets with your approval, please sign and return this agreement to Sherry Register via email at amoreinc7@gmail.com. **Please retain one copy for your records.**

Client’s Work Specifically: (Fill in as needed for specific client)

Client () has commissioned Artist (SHERRY REGISTER) to perform the following:

- _____
- _____
- _____
- _____

By signing, Client agrees to all above-mentioned terms.

Client's Name (Signature)

_____ *Date:* _____

Artist's name (Signature)

Sherry Register

_____ *Date:* _____