

Tracy Holmes Fine Art

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Final Contract for Painting/Portrait Commission

This is the Final Contract between the "Client" _____
located at:

Street: _____ City: _____

State: _____ Zip: _____ Phone: _____

and Tracy Holmes (the "Artist") for a:

____ General Painting ____ Portrait Painting Commission.

This Final Contract supersedes the Preliminary Contract previously entered into between the Client and Artist.

Client and Artist agree to commission Artist to create an artistic portrait of

_____ the "subject".

Client has participated in a photo session with the Artist (or alternatively, Client has provided Artist with their own photo(s) for Artist to utilize in the painting/portrait). After identifying photo(s) to utilize, the parties agree that the painting/portrait shall be painted with the following specifications:

Client: _____

Subject: _____

Medium: Oil _____

Brief Description: Head _____, Bust _____, Three Quarter _____, Full _____

Back Ground: Minimal _____, Detail _____, if detail explain:

Additional Subjects define:

Size: _____ Price: \$ _____ less previously paid deposit of \$100, plus travel and shipping if required. Price does not include framing.

Simultaneous with the execution of this final contract, Client agrees to pay initial 1/3rd of the total commission price which equals \$ _____.

Artist agrees to begin painting of portrait no later than (date) _____. Initially, Artist shall make a preliminary sketch of the painting. Client shall thereafter review the initial sketch and may request that certain changes be incorporated into the final painting (subject to possible additional cost depending on the nature of said changes). After review of the preliminary sketch and agreement on any changes to be incorporated into the final painting, Client shall pay Artist the second 1/3rd of the commission price or \$ _____.

Occasionally, Artist may contact Client during the painting process to report on the progress. All sketches, preliminary drawings, paintings, and photos from the photo session (except photos provided by Client), remain the property of the Artist.

Artist estimates that the portrait will be completed by (date) _____. However, Artist makes no guarantees regarding actual date of completion.

Artist shall contact Client after completion of the portrait in order to schedule an appointment for the Client to review the portrait. If client resides out of State or otherwise is unable to travel to Los Angeles to take delivery of the portrait, Artist will send Client a picture or .pdf

computer file of the completed portrait.

Client shall have the opportunity to review the final portrait (in person or by picture or pdf) and suggest any requested changes. Any changes to the portrait shall be subject to further cost to be negotiated and agreed between Client and Artist.

After the work is completed, the Client retains the right to decline purchase of the final portrait for any reason. In that case, the Artist will retain the refused artwork and any and all portions of the previously paid nonrefundable deposit, free of any claims or interests of the Client and the Client will owe no additional fees to the Artist.

If Client accepts the final portrait, Client agrees to pay the final 1/3rd of the commission price \$_____ to Artist upon delivery of the completed portrait (plus any additional fees for travel, shipping and/or or for further changes to the portrait).

Fees are only for the original artwork and do not include copyrights or reproduction rights, which remain with the Artist.

Copyright Issues

Clarification of Artist rights as protected by the Federal Copyright Act of 1976 and the Federal Visual Rights Act of 1991.

Purchase of a copyrighted artwork does not transfer the copyrights. The copyright to reproduce the works in copies, to produce derivative work based on the copyrighted image, and distribute copies is retained by the Artist. Any transfer of this copyright must be in writing expressly identifying what rights are being sold and for what purpose.

Works of art cannot be modified without the permission of the artist. Works cannot be distributed, mutilated or modified in any way that would prejudice the reputation of the Artist.

In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorneys' fees in addition to any available remedy.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Client: (print name) _____

Signature: _____

Artist: Tracy Holmes

Signature: _____

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All artwork copyrighted and cannot be reproduced
or otherwise utilized without written permission from the artist

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