



## CONTRACT FOR PORTRAIT COMMISSION

This is a contract between the "client" \_\_\_\_\_ located at:

Street: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

And Maggie Shafran the "Artist".

Client wishes to commission the artist to create an artistic portrait of \_\_\_\_\_ the "subject". By entering this contract the client acknowledges that they have reviewed other portraits of the artist and is familiar with the artist style and wishes to have a fine art portrait of the subject completed by the artist in oils or pastels. Examples of the artist work can be seen on the Internet at [maggieshafran.com](http://maggieshafran.com).

Client: \_\_\_\_\_

Subject: \_\_\_\_\_

Medium: Charcoal \_\_\_\_\_ Pencil \_\_\_\_\_

Paper color: White \_\_\_\_\_ Grey \_\_\_\_\_

Dimensions: 9" x 12" \_\_\_\_\_ 18" x 13" \_\_\_\_\_ 24" x 18" \_\_\_\_\_ Custom \_\_\_\_\_

Brief Description: Head \_\_\_\_\_, Bust \_\_\_\_\_, Full \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Price: \$ \_\_\_\_\_ plus tax and shipping if required. Price does not include framing.

Purchaser agrees to pay non-refundable amount of 50% of Total Price (\$ \_\_\_\_\_) to the artist upon signing this contract and the remaining 50% (\$ \_\_\_\_\_) upon satisfactory completion of work described above.

An initial meeting, generally at the client's location, is scheduled to:

- Meeting the client/subject
- Photo session
- Initial contract payment

Meeting and getting to know the subject prior to the photo session allows the artist to become familiar with the gestures and mannerisms of the subject. This allows the artist to capture not only the outward features of the subject but to also capture their inner personality.

The photo sessions generally take less than an hour per subject. Many photos are taken reflecting different poses and lighting conditions. After the artist has reviewed the photos, the client will be presented with final selections (usually between 3 and 8 images) and after discussion with the client a final pose in single photo will be selected and will serve as source material for the drawing. If the artist and purchaser are not 100% satisfied with initial photo shoot, an additional sitting may be scheduled free of charge.

The final drawing is usually completed within one month after it is started; please allow for additional time if more than one subject is to be drawn. Upon completion each piece reviewed is by the client and delivered to them upon approval. Final payment is made at this time including any travel and or shipping expenses. If for any reason the client is unsatisfied with the work, the first piece will be returned to the artist and the artist agrees to make a second attempt with agreed upon changes (the artist retains the right to refuse changes that lie outside the scope of the artists style or preferred medium). Portraits will have a neutral background unless a different arrangement is made between to artist and client.

Final pieces will be sprayed with a fixative; however, touching the surface or excessive handling can lead to smudging and degradation of image quality.

Fees are only for the original artwork and do not include copyrights or reproduction rights, which remain with the artist. The 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. Artist will own the copyright and the right to show the piece in her portfolio, and will retain computer files/pictures of it to use for exhibitions, competitions, etc., including her website. However, artist agrees to maintain the anonymity of the subject if requested.

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.

Client \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Artist: Maggie Shafran

Signature: \_\_\_\_\_

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