



# Phelan M. Harris Studios

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## COMMISSION CONTRACT 2023

On the \_\_\_\_\_ day of \_\_\_\_\_ (month/year), the Artist, (Phelan M. Harris Studios), agrees to produce commissioned artwork for \_\_\_\_\_ (customer first and last name) at the price of \$ \_\_\_\_\_.

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**ARTIST First and Last Name (plus DBA Name) :** PHELAN HARRIS; PHELAN M. HARRIS STUDIOS

**Address :** 20323 E TONELEA TRAIL, MAYER AZ 86333

**Email :** PHELANMHARRISSTUDIOS@GMAIL.COM

**Phone :** 601.447.5382

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**CUSTOMER First and Last Name :**

**Address :**

**Email :**

**Phone :**

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◆ **TOTAL Price (Amount): \$**

**Deposit Required (50% of Total Amount) : \$**

**Remainder Due at Completion (Remaining Amount) : \$**

◆ **Payment(s) will be processed through an invoice sent via the Phelan M. Harris Studios website ([phelanmharrisstudios.com](http://phelanmharrisstudios.com)).**

## THE PIECE OF ARTWORK WILL SATISFY THE FOLLOWING REQUESTS OF THE CUSTOMER

**Medium :**

**Dimensions / Shape :**

**Special color preferences or other content :**

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**The artist intends to complete this artwork by this due date ♦ :**

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**Customer Initials :**

♦ **Late Delivery Details** - ALL attempts will be made to complete the artwork by the above listed date but in the case of unforeseen circumstances (i.e., illness, injury, emergency, or tragedy), the customer will be notified of any delays within 72 hours of the due date or as soon as a delay is caused. Customer will be reimbursed (or discounted) 20% of the price if it is not delivered on time and reimbursed (or discounted) IN FULL if it is not completed within 2 weeks of the originally promised due date. In both cases, customer will still receive the artwork in addition to the discount. This disclaimer only exists for extreme circumstances, artwork is nearly always delivered on time.

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## REFERENCE PHOTOS

Reference photos ♦ are critical to the quality of the end product. Multiple photos are strongly preferred.

The Customer confirms that reference photos are of the best quality available, well lit and without significant obstruction, graininess, or blurring. If the supplied photos do not meet these qualifications, then the customer will be notified and understands that it will impact the quality of the final product.

**Customer Initials :**

♦ In the event that reference photos are not supplied by the customer, hand drawn thumbnails will be created by the artist and utilized as references upon approval by the customer.

## **RIGHT TO REFUSAL**

The Customer retains the right to not purchase commissioned artwork at any time. Please note that any money already paid before refusal will not be refunded to the Customer under these circumstances. This statement relieves The Artist of being indebted to Customer if this occurs.

**Customer Initials :**

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## **REVISIONS**

Satisfying the customer is of utmost importance and revisions are limited for practical purposes.

The Artist will only make revisions which are within the confines of their existing style and which do not clash with the mission or vision of the Artist. At the Artist's discretion, revisions will not be made which compromise the integrity of the surface of the work beyond repair, as the materials (paper, wet and dry pigments, foils, ect.) are delicate and must be implemented within their limitations. This is for the purpose of ensuring high quality work which adheres to the standards of the Artist.

One (1) round of revisions are offered free of charge. After that there is a flat rate of \$40 for revisions. The Customer will be notified of a new completion date at the request of any revisions.

**Customer Initials :**

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## **UPON COMPLETION**

Upon completion, the Artist will supply images of the completed work for approval. If the Customer has not paid in full then the images will be watermarked. These watermarks will not obstruct the view of the artwork so much so that the Customer will not be able to determine approval.

## **COPYRIGHT**

**Is this piece approved for any kind of reproduction use? YES ♦ / NO**

♦ **If yes, this does NOT constitute the selling of copyrights. These are merely the approved circumstances of the reproduction agreement.**

**Customer Initials :**

♦ **Artist retains all copyright of the produced artwork. The customer has permission to share the work publicly and use it on display for private use but any reproduction of the work, especially reproductions that will be used for profit or commercial uses, is strictly prohibited unless approved by the artist in writing. Failing to do so is a crime and may result in legal action.**

**Customer Initials :**

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## **SHARING OF ARTWORK**

Social media sharing and other forms of public exposition of artwork are vital for the marketing purposes of the Artist. This includes, but is not limited to: artwork being displayed on Artist's Facebook, Instagram, Twitter, website, studio, brochures, web and print advertisements, and business documents. The Customer consents to the completed work, as well as reference photos/thumbnails, being used for these purposes.

**Customer Initials :**

**The Artist agrees to place a hold on the sharing of artwork if that is necessary for the plans of the customer (such as birthday gifts, anniversary gifts, usage for an event etc).**

**Are there any dates/times that the customer prefers that sharing of the artwork be held until (dd/m/y) :**

**YES / NO**

If yes, these are the details of the hold :

**Customer Initials :**

**When sharing work publicly**, the Customer agrees to give the Artist credit through clear and visible labeling, tagging, or verbal acknowledgement. If sharing multiple times in one place, one initial credit is sufficient for remaining displays. (For example: if the customer posts the artwork on Facebook multiple times, it is only necessary to tag the artist once in the first instance). Remaining tags are always appreciated.

**Customer Initials :**

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#### **DELIVERY OF PHYSICAL ARTWORK**

In person delivery is always preferred over shipping. For physical artworks, delivery will be provided to the Prescott/Phoenix area free of charge. Delivery within the driving area but outside Prescott/Phoenix (anywhere in Central Arizona) will be provided for a delivery fee. Anywhere outside of the Artists driving area will require shipping by mail. Shipping fees are based on current rates applicable to the size and desired presentation of the final illustration (i.e. matting or framing). Shipping costs will be included in the final price.

If getting artwork shipped, please note that the Artist is not responsible for any possible damage during shipment. The Artist will pack artwork with the finest packing materials for fragile work and label the package "Fragile" but this does not guarantee damage free delivery. Shipping Insurance is encouraged and will be included in the final price upon request of the customer.

**Applicable Delivery or Shipping Fee and Shipping Insurance Cost (if desired) :**

**Customer Initials :**

**Delivery of Digital Art:** digital files will be uploaded to a Dropbox folder. A link will be sent to the customer for access to this folder. The Artist will leave the Dropbox folder available for 2

weeks after completion, unless otherwise requested, so it is vital that the Customer downloads the files as soon as possible.

If the Customer requires the files be sent again, the Artist MAY require a \$20 fee. Rendering, downloading and uploading may be required again which takes significant time and storage fees may apply for the Dropbox access. This fee will be waived if the Customer requests the Artist to wait before removing the folder.

**Customer Initials :**

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**The below signatures indicate that the Customer understands and agrees to all information presented within this contract for commission and that the Artist agrees to begin work on the aforementioned date.**

**Customer Signature :**

**Date :**

**Artist Signature :**

**Date :**

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