



Daniels & Mara Studio

PORTRAITS AND COMMISSIONS

Commissioned Portrait Agreement

This is an agreement between Mary Jane Mara of Daniels & Mara Studio in Austin, Texas (the Artist) and [Client] of [City and State] (the Client), by which we agree that:

1. The Artist shall use her best aesthetic skill and judgment to create a 16"x20" oil portrait on canvas of [description of the work], for the purchase price of [\$ amount].
2. The portrait shall be based upon the modified photographic reference attached to this document and originally supplied by the Client (which the Client affirms to be her property and to which she holds full rights of reproduction).
3. Fees shall be payable on the following schedule:
 - a. [\$ amount], which is 25% of the purchase price, to be paid prior to commencement of the work, as a non-refundable deposit.
 - b. The remaining [\$ amount] upon completion and acceptance of the portrait, to be paid prior to delivery of the work.
 - c. Shipping and handling charges (to be determined upon completion of the work) to be paid by the Client prior to shipping, such amount to include protective packaging, insurance, and UPS carrier costs.
4. If the work is not accepted, the remainder of the purchase price is forgiven and the work becomes the sole property of the Artist.
5. Whether the work is accepted or not, the Artist shall retain all of her copyrights to the image represented by the finished portrait. If the work is accepted and full payment is received by the Artist, the Client shall share the right to reproduce and re-use images of the work herein described as long as the Artist's name and copyright appear in all public displays of the image.
6. The work will be delivered with a temporary protective varnish. If the Client returns the unframed work to the Artist after it has cured for at least 6 months, the Artist will clean the work and apply the final varnish for [\$ amount]. The Client is responsible for all costs incurred in insuring and shipping the work to and from the Artist. It is recommended that the Client retain the portrait's original packaging for this purpose or contact the Artist for packing instructions.

Agreed to on this _____ day of _____ 2011, by:

Client's Name (the Client)

Mary Jane Mara (the Artist)
Daniels & Mara Studio