

Custom Fine Art Contract

*Linda Finstad*

Date

Customer's name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e-mail \_\_\_\_\_ Phone \_\_\_\_\_

***Artist - Linda Finstad***

6756 - 31a Ave Edmonton AB T6K 1M5

[thehorsewatcher@shaw.ca](mailto:thehorsewatcher@shaw.ca) PH: 780 468 9270

***Subject:*** One commissioned Prism-Equus acrylic on canvas painting by Linda Finstad measuring 24x30". The piece is a custom Heritage Horse creation based on information provided to the artist by the client

***Price:*** \$1,200 (plus GST)

***Terms:*** The artist and client will meet to discuss the details of the commissioned painting. The client will provide information pertinent to the creation of the

*piece. The artist will be paid a non-refundable design fee of \$250 for the proposed painting. The artist will sketch the composition on the canvass and allow the client to review the composition and also give feedback and suggestions for their desired colours. Upon acceptance of the sketch, the painting will proceed. Upon completion, the artist will notify client before delivery. The balance is due upon delivery of the artwork.*

***Timeline:*** *From the date the deposit is received, the artist will have three weeks to complete the initial sketch. Upon acceptance of the sketch, the artist will have 6 weeks to provide the finished painting.*

***Note:*** *these time-line estimates are very generous and often the finished painting is delivered well within that time frame.*

*Prior to delivery the painting will be sealed and varnished to protect the painting.*

***Owner usage rights:*** *As the owner of an original painting you have made a fabulous investment and the value of your art will increase over time. You also have personal usage rights. The owner is permitted to post pictures of the art on their own personal web site and personal social media accounts. However they do not have the rights to reproduce / print the art in any medium for re-sale or distribution, including but not limited to physical or digital prints / fabrics / apparel / home furnishings or gift ware.*

**Artist's Rights:** *Artwork 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. The artist (Linda Finstad) retains copyright of all her work*

*If the above meets with your approval, please sign and return agreement with initial payment to Linda Finstad.*

*Please retain one copy for your records.*

*Client's Name* \_\_\_\_\_ *Date* \_\_\_\_\_

*Artist's Name* \_\_\_\_\_ *Date* \_\_\_\_\_

*Completed work shall be promptly paid for in full and the artwork shall be delivered promptly to the Client. Payment due the artist shall not be contingent upon third-party approval or payment.*

*The artist shall notify the buyer of any anticipated delay in delivery. Should the artist fail to keep the contract through unreasonable delay or non-conformance with agreed specifications, it should be considered a breach of contract by the artist. The artist will refund the deposit.*