

## Commission Services Agreement with Avaulte

### \$500 Minimum for Commission Service

\*Avaulte acts as the liaison between the Artists and the Buyer.

This Agreement (“Agreement”), entered this [date], between [artist name] (“Artist”) and [client name] (“Client”), shall govern the respective rights of Artist and Client with respect to the artwork “Asset” described herein.

#### 1. Avaulte’s Obligation:

Avaulte “we” act as the artist's agent for the commissioned artwork order. We will work together with the artist (the seller) and the client (customer) to ensure the financial aspect of the commission is carried out. We will send to the artist a written confirmation upon receipt of the deposit amount as agreed between parties

Avaulte will be the liaison between the artist and buyer, when appropriate, at the request of either the artist or the customer, throughout the course of the transaction. We will put through the order manually on behalf of the customer, when we have collected the funds for the outstanding balance.

#### 2. Scope of Work Commissioned

Artist and Client expressly agree that the artwork to be created by Artist pursuant to Client’s specifications shall be limited to:

- Artist will provide Client with the following specifications:
  - *Preparatory Sketches*

*Colors*

*Dimensions*

*Medium*

*Artwork-specific information*

- Artist agrees that the Asset(s) shall be of the highest quality, & artistically produced. The aesthetic content will be technically correct and of a quality equal to the current standards of Assets created by the Artist of similar character and purpose.

\*unless modified in writing, that is signed/authorized by both parties.

### 3. Deadlines and Completion

Upon receipt of Client's specifications pursuant to Section I, which Client agrees are true and complete at the time of execution of this Agreement, Artist agrees to complete the Work upon the following schedule:

- (7) days for Preparatory Sketch
- Final product will be delivered within 30 days of preparatory sketch submission

The Artist will agree to a "brief" with the customer. This brief will include a timeline, scope of the Asset, and the final price for delivery of the Asset, and shipping. This brief must be held prior to the Artist's execution of the commission.

### 4. Rights Transferred

The following rights shall be transferred from Avaulte's Artist to Client upon receipt of full payment. Artist agrees to the perpetual non-exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, sell, and create derivative works) of Asset to Client, excluding only the right to authorship credit, which is retained by Artist.

If a print or photograph is commissioned, the Artist hereby agrees not to sell it as a limited edition. Only one copy can be produced. If any Asset other than a print or photograph (such as a painting, sculpture or relief) is commissioned, no Artist's copies can be made without the express consent of the Client.

### 5. Compensation

Artists will set prices based on the project described above. The Client shall pay Avaulte a total flat fee of \$\_\_\_\_\_USD as total compensation for the project described above. Artist Payment will be distributed by Avaulte. The payment segmentation is as follows:

- 30% at the start of work as down payment.
- 70% within (15 days) of receiving the Asset.

The payment for the commission will be paid through Avaulte, via the selected payment method. The deposit amount will not be changed once the transaction is underway unless expressly agreed between the Artist and the Client

In the event of a dispute between the Artist and the Client regarding the final product and the agreed-upon criteria, Avaulte and the Artist is under no obligation to create a second commission if the Client is dissatisfied with the first.

#### 6. Termination/Kill Fee

Client may terminate this Agreement at any time by sending written notice thereof to the Artist at the address provided herein. Upon termination, Client agrees to compensate Artist as per the following payment segmentation:

(1) Partial Completion: If Artist has partially completed the Asset, Client agrees to compensate Artist at twenty percent (20%) of the total compensation as an addition to the initial (30%) down payment. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed artwork, sketches, and comps.

(2) Full Completion: If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise stated in this Agreement.

(3) Return: The Artist is under no obligation to accept a return for commissioned Assets, except in the event that the Asset reaches the customer damaged.

#### 7. Non-Payment; Remedies

Any outstanding payments due shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month. Client agrees to bear responsibility for any fees incurred by the Artist in seeking due process to this Agreement, including but not limited to attorneys' fees and court costs.

#### 8. Artist's Right to Authorship Credit

Artists may use Assets in Artist's portfolio (including, but not limited to, any website that displays Artist's Assets). Clients will not alter in any way the artist's artwork. Client does not have a proactive duty to display Artist's name together with Asset, but Client may not seek to mislead others that the Asset was created by anyone other than Artist.

#### 9. Warrant of Originality

Artist represents and warrants to Client that, to the best of the Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party.

#### 10. Release of Liability

Client agrees that they shall not hold Artist or any agent thereof liable for any damages arising from Artist's failure to complete the Asset in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Artist or of any third party.

AGREED TO AND ACCEPTED BY:

CLIENT Signature      Name      Date

*[client signature]*    *[client name]*    *[date signed]*

ARTIST Signature      Name      Date

*[artist signature]*    *[artist name]*    *[date signed]*