

Warning: No legal responsibility shall attach to VAI or the author, Linda Scales, in connection with the use of this sample document.

SAMPLE CONTRACT TO COMMISSION A SCULPTURE

THIS AGREEMENT is made the _____ day of _____

BETWEEN

of _____

(hereinafter called “the Artist”), of the one part

AND

of _____

(hereinafter called “the Purchaser”) of the other part.

WHEREAS:

- a. The Purchaser has offered the Artist a commission to create an original work of art, being a sculpture (hereinafter called “the Work”).
- b. The Artist has accepted the commission to create the Work.
- c. The parties are agreed that the terms herein contained shall govern the agreement between them concerning the creation of the Work.

NOW IT IS AGREED that in consideration of the payment by the Purchaser hereinafter specified, and the mutual covenants herein contained:

1. Preliminary design

1.1. The Artist agrees to create a preliminary design for the Work in the form of studies, sketches, drawings or maquettes described as follows []

and to submit the same to the Purchaser within a period of [] weeks from the date hereof. The preliminary design shall contained a detailed specification of the Work, including the medium in which the Work shall be executed, the size of the same, and the price to be paid for the Work, which shall not exceed the sum of [].

1.2. The Purchaser shall pay the Artist the sum of [] upon the signing of this agreement, as a non-refundable payment for the preparation of the preliminary design.

1.3. The Purchaser may, within two weeks of receipt of the preliminary design, accept, reject or request clarification of, or changes to the design. In the event that the Purchaser shall reject the design, he shall notify the Artist in writing, whereupon this agreement shall terminate. If he shall request changes to the design, the Artist shall be at liberty to accept or refuse the same. In the event that the same are accepted, the changes shall be incorporated by the Artist into the design. In the event that the same are refused by the Artist, he shall notify the Purchaser in writing, whereupon the Purchaser may terminate this agreement, on giving notice in writing to the Artist.

1.4. The Purchaser shall pay the Artist, upon acceptance/refusal of the preliminary design, a non-refundable sum equal to [] per hour, in respect of the number of hours expended by the Artist in responding to the Purchaser's requests for changes to the design, but not exceeding [] hours.

1.5. Termination of the agreement pursuant to this clause shall be without prejudice to the Artist's right to receive the sums specified in this clause.

2. *Completion of the Work*

The Artist agrees to complete the Work to the specification contained in the preliminary design within [] weeks of receiving written confirmation of the Purchaser's acceptance of the preliminary design.

3. *Progress Payments*

The purchase price for the Work shall be the sum specified in the preliminary design accepted by the Purchaser, payable as to

% on []
% on []

and the balance upon delivery of the Work.

4. *Delays*

The completion date of the Work may be extended by the Artist for a period of up to [] in the event of the illness of the Artist, or other event beyond his control rendering it impossible for him to complete the Work in time. The Artist shall notify the Purchaser in writing of any such delay.

5. *Risk of Loss before Delivery.*

The Artist agrees to bear all risk of loss or damage to the Work until delivery to the Purchaser.

6. *Transportation and Installation*

The Artist agrees at his own expense to transport the Work to the Purchaser, and to install the same at such location in [] as may be specified by the Purchaser.

7. *Ownership*

Title to the Work shall remain with the Artist until the Artist has been paid in full all sums due to him under the terms of this agreement.

8. *Copyright*

8.1. Copyright in the Work shall remain with the Artist, and all rights of reproduction and other forms of exploitation are strictly reserved to the Artist, who shall not however produce a second or other work in which the main design of the Work shall be replicated.

8.2. The Artist may place a discrete copyright notice on the Work.

8.3. The Purchaser shall at all times respect the moral rights of the Artist.

9. *Warranty*

The Artist warrants that the Work shall be the Artist's exclusive artistic creation and that the same shall not constitute an infringement of the copyright of any third party.

10. *Accreditation*

The Artist shall provide the Purchaser with a plaque stating the name of the Artist, the title of the Work and the year of creation of the Work,, which the Purchaser shall at all times display on or beside the Work, whenever the Work is exhibited.

11. *Possession*

The Purchaser agrees that the Artist shall have the right to possession of the Work for up to [] days every [] years for the purpose of exhibition of the Work to the public, at no expense to the Purchaser. The Artist shall give the Purchaser written notice at least [] weeks prior to the opening of such exhibition, and shall provide proof of sufficient insurance and arrangements for safe transportation.

12. *Privacy*

The Purchaser agrees that the Artist may use his name in appropriate contexts to inform potential clients, visitors to exhibitions of the Artist, and others, of the commission to produce the Work.

13. *Non-destruction, Alteration and Maintenance.*

13.1 The Purchaser shall not intentionally destroy, damage, alter, modify or change the Work in any way whatever. If any alteration or damage occurs after delivery of the Work to the Purchaser, whether intentional or accidental and whether or not caused by the Purchaser, the Artist shall be notified by the Purchaser without delay.

13.2 The Purchaser shall maintain the Work in good condition.

13.3 All repairs and restorations made during the lifetime of the Artist shall have the approval of the Artist. To the extent practical, the Artist shall be given the opportunity to carry out such repair and/or restoration, at a reasonable fee.

14 *Termination.*

This agreement may be terminated by either party in the event of breach of a material term of the agreement by the other party PROVIDED

HOWEVER that written notice of such breach shall be given by the party alleging such breach and (in the event that the breach is capable of remedy) shall allow a period of 30 days to remedy the breach. In such case, if the breach is not remedied within the said period, the contract shall terminate upon the expiry of the 30 day period. Termination shall be without prejudice to any antecedent right of action.

15. *General provisions*

- 15.1 This agreement is personal to the parties hereto and may not be assigned by either party without the prior written consent of the other party.
- 15.2 Any notice to be given pursuant to the terms of this agreement shall be sent by registered post to the recipient thereof at the address specified on page 1 of this agreement, or such other address as may have been notified to the party giving the notice .
- 15.3 The parties agree to mediate any dispute arising between them relating to the terms of this agreement, using a single mediator acceptable to both parties, and in default of agreement to be appointed by the President for the time being of the Mediators' Institute of Ireland.
- 15.4 Any amendment to this agreement shall be in writing signed by both parties hereto.
- 15.5 This agreement constitutes the entire agreement between the parties and supercedes all prior negotiations and understandings.

IN WITNESS whereof the parties hereto have executed this agreement the day and year first herein written

SIGNED by the said
In the presence of:

SIGNED by the said
In the presence of: