

Hunsaker TERMS AND CONDITIONS

Definitions:

“Collector” – The individual(s) listed under Client Information on the order form shall hereafter be known as the Collector.

“Artist” – Natalie Hunsaker of Natalie Hunsaker Portraiture and Fine Art shall be known as the Artist

“Work” – The finished artwork(s) or design(s) commissioned by the Collector and produced by the Artist

The Project: The Collector is commissioning the Work created by the Artist according to the details specified in the Order Form. Although the Artist will retain the original copy of the Order Form, a copy of the Order Form may be sent to the Collector if requested. The Collector recognizes that the Work will ultimately be dependent on the skill, perception, and interpretation of the Artist. As such, the Collector understands that it is not possible for the Artist to produce an exact copy of a photograph or a precise translation of the Collector’s specific idea. Although the Artist will do her best to create a Work acceptable and pleasing to the Collector, the Collector understands that the best artwork is often completed when the Collector exercises minimal oversight and adopts broad expectations.

Right of Cancellation: It is the intent of this agreement that the Artist will create the Work for the Collector that the Collector will purchase immediately following completion. If, for any reason, the Collector does not wish to purchase the Work, the Collector may refuse with the following stipulations: 1) whether the Work is partially or completely finished, the Artist will retain the Work itself and the nonrefundable deposit of 30% of the total purchase price; 2) although the Collector will owe no additional fees to the Artist, a new price must be negotiated if the Collector decides again to purchase the Work at a later date; 3) the Artist and the Work will be free of any claims or interests of the Collector. If, on the other hand, the Artist is unable to complete the Work outlined on the Order Form and therefore initiates the cancellation of the Work, the Artist will refund the 30% down payment to the Collector.

Use of the Work: During the process of completion, the Artist retains all ownership of the Work and consequently may use it at various shows as a display piece or in educational settings for instruction purposes. If the Collector does not wish to have the Work used during this period, the Collector must inform the Artist in writing. Before and after the completion of the Work, any preparatory work such as photography, sketches, and/or ideas will remain the property of the Artist. Any work that is easily identifiable as belonging to the Collector, including but not limited to photographs of the Collector’s subject, will only be used in other Works by the Artist with the consent of the Collector.

Payment Terms: Fees and/or purchase price will be decided and agreed upon by the Artist and the Collector prior to beginning the Work. Fees will be based on the general price breakdown provided by the Artist, but may also be influenced by number of subjects, complexity of the background, and other factors. The agreed-upon purchase amount can be found on the original Order Form. A nonrefundable deposit of 30% of the total purchase price is necessary to secure a place on the waiting list and is required before the Work will begin. The remaining 70% balance is due after the final Work has been completed and approved by the Collector. The Work will be shipped to or picked up by the Collector only after the balance has been paid in full. The Collector will be responsible for any shipping costs associated with the final delivery of the Work to the Collector.

Copyright: The purchase of copyrighted work does not transfer the copyrights. The Artist reserves all copyrights to the Work commissioned by Collector according to Federal Copyright Act of 1976 and the Federal Visual Rights Act of 1991. All rights associated with reproduction—either for personal, commercial, or other use—as well as the right to claim statutory copyright, remain with the Artist. Any reproduction without the prior written consent of Artist, including either a direct copy or any other derivative work based on the copyrighted Work, is prohibited. The Artist retains the right to use an image of the Work for advertising and portfolio purposes. The Collector must inform the Artist in writing if he or she does not want the image, subject(s)’s first or last name, or any other details to be used for said purposes.

Attorney’s Fees: In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorneys’ fees in addition to any available remedy.

Collector (Print) _____ Signature _____ Date _____
Artist (Print) _____ Signature _____ Date _____