

## BLUE ILLUSION ART ART COMMISSION AGREEMENT

The Art Commission Agreement (the “AGREEMENT”) is entered into effect this date, [DATE] between Blue Illusion Art (“ARTIST”) and [CLIENT NAME] (“CLIENT”). All references to the Client in this Agreement shall include Client’s parent companies, affiliates, and subsidiaries.

### PARTIES:

Blue Illusion Art (“ARTIST”)

Name (“CLIENT”)

Address: Sarphatistraat 496-2, 1018 GW  
Amsterdam, the Netherlands

Address:

Phone: +31641427812

Ph:

Email: [blueillusionart@gmail.com](mailto:blueillusionart@gmail.com)

Email:

Contact Name: Dyonne van der Stelt

Contact Name:

### PROJECT DETAILS

Project Number	#...
Dimensions	A5 format
Price	Total Price: €... ex. VAT  Deposit Required upfront: €... incl. VAT.  Remainder Due at completion: €... incl. VAT.  Payment(s) will be processed through an invoice or payment request sent by the Artist and should be completed via an online bank transfer or PayPal (extra PayPal fees to be covered by the Client).
Services	
Completion Date	

## **AGREEMENT BETWEEN ARTIST AND CLIENT**

1. **ARTWORK.** The Client has commissioned the Artist for the following work of art: see Project Details above.

The Artist will create a work of art based on the description above (collectively known as “IMAGES”). The Artist agrees to create up to three preparatory sketches from which to obtain Client’s approval before beginning the commissioned artwork. These images may be emailed to the Client for approval. All sketches are the property of the Artist.

2. **RIGHTS.** The Artist retains all copyright to all works commissioned by the Client, including all reproduction rights. According to Dutch laws it is impossible to purchase the statutory copyright and thus this does not happen under any circumstances. Ultimately this means that the Client has permission to share the work publicly and use it on display for private use but any reproduction of the Image, especially reproductions that will be used for profit or commercial uses, is strictly prohibited unless approved by the Artist in writing and a signed Commercial Licensing Agreement. Failing to do so is a crime and may result in legal action.

3. **PAYMENT SCHEDULE.** A non-refundable deposit of 50% is required before the Artist begins work on the commission and is due upon signing this Agreement. The remaining balance is due upon completion and delivery of the artwork described above, within ten (10) business days.

4. **CREATION.** The manner and method of creating any Image is solely at the discretion of Artist and the Client has no right to control Artist’s manner and method of performance under this Agreement. Artist will use her best efforts to: (a) ensure that the Images conform to Client’s specifications; and (b) submit all Images to Client in publishable quality, on or before the applicable deadline.

5. **DELIVERY.** The Artist agrees to complete and deliver the commissioned artwork within a maximum of 8 weeks after receiving the deposit, if not a specific later date has been discussed. All attempts will be made to complete the artwork by above listed date, but in the case if unforeseen circumstances, the Client will be notified of any delays within 72 hours of the due date or as soon as a delay is caused. Client will be reimbursed (or discounted) 10% of the price if it is not delivered on time.

The Client will still receive the artwork in addition to the discount.

6. **DELIVERY FORMAT.** Artist may select delivery of photographs in JPEG, TIFF, PNG, or other standard formats at a resolution that Artist determines will be suitable for the Images as licensed. It is the Client’s responsibility to verify that the Images are suitable for reproduction and that if the Images are not deemed suitable, to notify the Artist within five (5) business days. Artist’s sole obligation will be to replace the Images at a suitable resolution but in no event will Artist be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided, Artist is not responsible for providing images 1) larger than A5 format at 300 dpi or 2) in a format higher than 8-bit or in RAW format. Artist has no obligation to retain or archive any Images delivered to Client.

Digital Art files will be sent with a WeTransfer link. If the Customer requires the files to be sent again after the link has expired, the Artist may require a €20 fee.

7. **REVISIONS.** Satisfying the Client is of utmost importance, but there are limits to what will be altered at the request of the Client. The Artist will only make revisions that are within the confines of existing style and do not clash with the mission or vision of the

Artist. This is for the intent of staying committed to business purpose and brand. After the start of detailing stage - the Artist will notify the Client of this - one (1) round of revisions are offered free, within a limited area determined by the Artist. After that there is a flat fee of €60 for revisions. The Client will be notified of a new completion date of the request of any revisions.

8. CLIENT RESPONSIBILITY. The Client is responsible for providing all necessary materials required to complete the commission, including but not limited to clear descriptions, visual references, required dimensions, and any other relevant information. Unless otherwise agreed upon in writing, these materials must be submitted at least two (2) months prior to the originally agreed delivery date. Additionally, the Client agrees to provide feedback within five (5) business days when requested by the Artist, unless a different timeframe has been mutually agreed upon in writing. Failure to provide the required materials or feedback within the stated timeframes may result in delays. In such cases, a new delivery date will be determined and confirmed via email, overriding the original date listed in this Agreement. If the delay is caused by the Client's failure to meet these responsibilities, the delivery clause (Section 5) and the associated 10% discount for late delivery shall no longer apply.

9. FEES. All fees and expenses payable under this Agreement are required no later than ten (10) business days from the Delivery of the Images and payable irrespective of whether Client makes actual use of the Images, unless discussed and determined otherwise in advance. If full payment has not been received within thirty (30) days all rights are revoked at Artist's discretion. In the event rights are revoked, all images in the possession of Client will be removed from all forms of media and permanently destroyed within ten (10) days. Client shall provide Artist with written

statement that all images have been removed and destroyed.

10. SHARING OF ART. Social media sharing and other public sharing of artwork are vital for marketing purposes of the Artist. This includes, but is not limited to, artwork potentially being displayed on artist's social media, website, studio, brochures, web and print advertisements and business document. The Client consents to completed work, as well as reference photos, being used for these purposes. The Artist will always consider if the Image contains any spoilers and will be given a date on which the Artist can reveal the Image.

If there are things that the customer does not consent to then they are as follows. This may result in a higher price as it ultimately hurts the Artist's ability to advertise business representatively.

The Artist agrees to place a hold on the sharing of artwork if that is necessary for the plans of the customer (such as birthday gifts, spoilers, usage for an event). The Client will provide the Artist of a date/time that sharing of the Image will be held.

When sharing work publicly, the Client agrees to give the Artist credit through clear and visible labeling, tagging or verbal acknowledgment. If sharing multiple times in one place, one initial credit is sufficient for remaining displays. Sharing the Image on social media by the Client is approved when properly tagged.

Heavily altering the image is not allowed without consent and approval of the Artist and the signature of the Artist must be visible.

11. RIGHT TO REFUSAL. The Client retains the right to not purchase commissioned artwork at any time. Please note that any money already paid before refusal, will not be refunded to the Customer under these circumstances. In case of the Image being in a late stage of completion, the Client will have to pay an additional fee of 50% of the remaining balance. The Artist determines what

stage the Image at. This statement relieves the Artist of being indebted to Client if this occurs.

12. RELATIONSHIP OF THE PARTIES.

The parties agree that Artist is an independent contractor and that neither Artist nor Artist's employees or contract personnel are, or shall be deemed to be, employees of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Artist and the Images or any other deliverables prepared by Artist shall not be deemed a work for hire as defined under Copyright Law.

13. NO EXCLUSIVITY. This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Artist, and Artist shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by Artist.

14. TRANSFER AND ASSIGNMENT. Client may not assign or transfer this Agreement or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by the parties. However, the invoice may reflect, and Client is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

15. INDEMNIFICATION. Client will indemnify and defend Artist against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the

Images or materials furnished by Client. It is the Client's responsibility to obtain the necessary model or property releases to ensure they are full effect and in force.

16. GENERAL LAW/ARBITRATION.

This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements between the parties. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the Netherlands. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in the Netherlands, and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

17. SEVERABILITY. If one or more of the provisions in the Agreement is found invalid, illegal, or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

18. WAIVER. No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this Agreement and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.

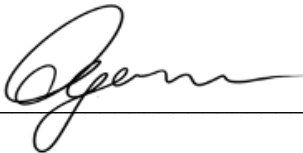
IN WITNESS WHEREOF, the parties have caused this Art Commission Agreement to be duly executed as of the dates written below.

**BLUE ILLUSION ART**

Name: Dyonne van der Stelt

Date: [DATE]

Signature:



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[NAME]

Name: [Client's Name]

Date: [DATE]

Signature:

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