

Commercial Use Commission Agreement

This Commercial Use Commission Agreement ("Agreement") is made and entered into on **[date]**, by and between:

Client: **[Client's Name]**

Address: **[Client's Address]**

Contact Information: **[Client's Email]**

and

Artist: Tenley George

Address: **[Artist's Address]**

Contact Information: GeorgieCommissions@gmail.com

(Client and Artist collectively referred to as the "Parties" and individually as a "Party").

1. Scope of Work

- ❖ 1.1 Description: The Artist agrees to create the following artwork (the "Artwork"): **[Detailed description of the Artwork to be created, including dimensions (if applicable), intended use, medium, and any other specifications]**.
- ❖ 1.2 Process: The Artist will provide drafts via screenshots or .jpeg files for the Client's approval at specified stages of the creation process. These stages will be the sketch stage and the flat color stage and the final completion stage unless otherwise stated. Feedback will be incorporated before moving to the next stage or final delivery of the Artwork.
- ❖ 1.3 Delivery: The Artwork shall be completed and delivered via the Client's preferred file type to the Client by **[date]** or, if no delivery date is specified, the Artwork shall be delivered within 2 months of Agreement. In the case that the Artist is unable to deliver the Artwork within 2 months, contact will be made with

the Client and a new Delivery date or refund will be arranged. The Artwork shall be delivered only digitally as one or more of the following file types: .jpeg, .png, .psd, .tiff unless otherwise stated.

2. Compensation

- ❖ 2.1 Fee: The Client agrees to pay the Artist a total fee of \$[total fee amount USD] for the creation of the Artwork. The client shall pay via [PayPal Invoice or WISE transfer].
- ❖ 2.2 Payment Schedule: [To be determined between Artist and Client at the time of signing. Upfront payment of the total fee amount is preferable, however a payment plan may be arranged. The terms of the payment plan are unique to each client but the minimum terms are as follows: Minimum Monthly Payment - \$60 USD, Maximum Term - 6 months total.]
- ❖ 2.3 Taxes: The Client is responsible for any applicable taxes, duties, or charges that may be levied on the Artwork. This includes, but is not limited to taxes, duties, or charges that are levied on prints of the Artwork that might be facilitated by the Artist and shipped to the Client.

3. Revisions

- ❖ 3.1 Revisions: The Artist agrees to provide, at no extra cost, one full redraw (if necessary) and five smaller revisions at the sketch stage, three smaller revisions at the flat color stage, and two smaller revisions at the final check stage. If other revisions are deemed necessary by the Client or a revision is requested after approval there may be a fee, decided upon after discussion between the Artist and the Client.
- ❖ 3.2 Approval Process: The Client will provide feedback within seven days of receiving each draft or revision. Delays in feedback may result in an extension of the delivery date.

4. Intellectual Property

- ❖ 4.1 Ownership: Upon full payment, the Client will have access to a non-exclusive perpetual license to use the Artwork for specific commercial purposes outlined below. However, the Artist retains all intellectual property rights to the Artwork.
- ❖ 4.2 License: The Artist grants the Client a non-exclusive, perpetual license to use, reproduce, and display the Artwork for commercial purposes as follows: [outline specific commercial purposes].
- ❖ 4.3 Reproduction Rights: The Artist retains the right to reproduce the Artwork for portfolios, marketing, exhibitions, and other professional purposes.
- ❖ 4.4 Third-Party Licensing: The Client may not license or sublicense the Artwork to any third party without the prior written consent of the Artist.
- ❖ 4.5 Use for Artificial Intelligent (AI) Training: The Client shall not use the Artwork or any derivation of the Artwork for AI training of any kind.
- ❖ 4.6 Use of the Artwork as a Nonfungible Token (NFT): The Client shall not use the Artwork or any derivation of the Artwork in the sale of NFTs.

5. Confidentiality and Data Privacy

- ❖ 5.1 Confidentiality: Both Parties agree to keep confidential any non-public information exchanged during the course of this Agreement, including but not limited to business strategies, plans, and proprietary or personal information.
- ❖ 5.2 Data Privacy: The Parties agree to comply with all applicable data privacy laws and regulations. The Artist shall not disclose or use any personal data of the Client for any purpose other than as required for the performance of this Agreement.
- ❖ 5.3 Data Security: The Artist will implement and maintain reasonable security measures to protect the Client's data from unauthorised access, disclosure, or use.

6. Liability

- ❖ 6.1 Indemnification: Each Party agrees to indemnify and hold harmless the other Party from any claims, damages, losses, or expenses arising from the breach of this Agreement or any negligent or wrongful act or omission by the indemnifying Party.
- ❖ 6.2 Limitation of Liability: In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

7. Termination

- ❖ 7.1 Termination by Client: The Client may terminate this Agreement at any time by providing written notice to the Artist. In such an event, the Artist shall retain any payment made by the Client to the Artist before notice of termination.
- ❖ 7.2 Termination by Artist:
 - The Artist may terminate this Agreement if the Client fails to make payments as agreed or breaches any other material term of this Agreement. In this case the Artist shall retain any payments made by the Client to the Artist before notice of termination.
 - The Artist may terminate this Agreement under extenuating circumstances including but not limited to extreme sickness, civil/political unrest, natural disaster, or death. In this case any monies paid by the Client to the Artist for the Artwork will be refunded.
- ❖ 7.3 Effect of Termination: Upon termination, all rights and obligations of the Parties shall cease except for those that expressly survive termination.

8. Governing Law

- ❖ 8.1 Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of [Client's home country/state/province/prefecture], or Tokyo, Japan, as applicable.
- ❖ 8.2 Dispute Resolution: Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved, it shall be submitted to mediation or binding arbitration, as agreed by the Parties.

9. Miscellaneous

- ❖ 9.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.
- ❖ 9.2 Amendments: Any amendments or modifications to this Agreement must be in writing and signed by both Parties.
- ❖ 9.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- ❖ 9.4 Waiver: The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision.
- ❖ 9.5 Notices: All notices required or permitted under this Agreement shall be in writing.
- ❖ 9.6 Force Majeure: Neither Party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or labor disputes.

IN WITNESS WHEREOF, the Parties hereto have executed this Commercial Use Commission Agreement as of the day and year first above written.

Client's Name

[Client's Signature]

Artist's Name

[Artist's Signature]