

COMMISSION AGREEMENT

Artist:
Agent: **West End Gallery**
12 West Market St.
Corning, NY 14830
607.936.2011

Client:

Contact: Linda Gardner or
 Jesse Gardner

Contact:

Thank you for allowing us to assist you in commissioning a work of art! West End Gallery is fortunate to represent some of the area's finest Artists and it's our pleasure to help you find an Artist whose style, palette, and area of expertise seem to fit your needs best. We will act as the Artist's Agent and aid in communications with him/her. Our goal is to help you and the Artist communicate so he/she will be able to create a unique piece of original artwork using your guidance, suggestions and requests as their initial motivation and inspiration. The Artist will then follow their own artistic sense to complete the project. We want you to have a good experience and to be happy with your new piece of original artwork for many years to come!

Description of Services: This is a Commission Agreement between West End Gallery (Agent), on behalf of the Artist and the Client. West End Gallery has agreed to facilitate the commission of a specified work of art, by the Artist as requested by the Client.

Completion Date: Meeting the deadline is one of our main priorities and we will make every effort to do so.

Pricing: Price for the commissioned artwork will be quoted prior to the start of the commission process. The quote does not include any applicable taxes, shipping fees and/or duties on exported artwork.

Payment: Payments for the commissioned artwork quoted above are to be made in thirds: The first is a 1/3 **non-refundable** deposit. The second is a 1/3 payment due at time of Client's verbal or written approval to continue with the commission after seeing a sketch/draft of the project and the final 1/3 payment is due at time of final commission acceptance. Once final acceptance and payment is made by the Client a commission may not be returned for refund **or** Store/Gallery credit.

Refund Applicability: The 1/3 down-payment is **non-refundable** and **cannot** be used as credit towards future purchases at West End Gallery should a commission be terminated by the Client. This money will be given to the Artist to reimburse them for their time, effort, expertise and any costs they may have incurred due to purchasing materials, travel time, time lost etc...A refund for the initial deposit will be given if, and only if, the Artist and/or West End Gallery terminate(s) the commission for any reason.

WEST END GALLERY

FINE ART

Store/Gallery Credit Applicability: Credit will only be given for the **second 1/3 payment** if the Client has given verbal or written approval to continue with the commissioned work(s) and, upon seeing the final artwork, does not give final approval and does not make final payment. In which case, the Artist and West End Gallery will retain the artwork for possible future use. Store/Gallery Credit may be granted towards Gallery purchases. Workshops are excluded from Store/Gallery Credit. Credit must be used within 1 year of issuance.

Pick-up/Shipment: The artwork may be picked up at West End Gallery by the Client or, if necessary, the Gallery will ship the artwork. Additional fees will apply for shipping/handling. Artwork is carefully packaged and fully insured when shipped.

We sincerely appreciate your interest in setting up a commission through West End Gallery! We have the utmost confidence in our Artist's ability to create an original piece of artwork that will be enjoyed for many years to come! **It is West End Gallery's goal to guide you through the commission process with ease and to assure that you have a wonderful and unforgettable experience.**

West End Gallery Representative: _____ **Date:** _____

Commissioned Artist: _____ **Date:** _____

Client: _____ **Date:** _____