

Questions to Answer Before Drafting a Contract

★ A general agreement is the best way to protect yourself as an artist. Unfortunately, some clients have unrealistic expectations and can be difficult to work with, so it is important to make your terms as clear as possible. This creates a strong foundation for both artists and clients of what to expect, what is unacceptable, and what is preferred. The base of any successful collaboration or business interaction is transparency, open communication, and understood expectations. This template will not fully protect you from subsequent legal action in any case of wrongdoing and is a recommendation that should be supplemented by further research.

Before you rework the template below, please answer the following questions.

About the Commission

- What is being created? (painting, illustration, digital work, etc.) Make sure to outline what you will be creating.
- What are the dimensions and media?
- Is this an original piece or a reproduction?
- Will there be sketches/drafts for approval?

Timeline

- What is the start date?
- Check-ins? (sketch approval, color proof, etc.)
- Is there a final delivery/completion date?

Payment

- What is the total commission price? (Many artists charge by square inch or by an hourly rate. Note: if you charge an hourly rate, you must keep an accurate record of your time.)
- Is there a deposit? (standard is 25–50% upfront)
- What are the remaining payment terms? (on delivery, on approval, etc.)
- What payment methods will you accept?

Artistic Rights

- Do you reserve the right to make reproductions or prints of this work?
- Do you reserve the right to showcase the work in their portfolio?
- If shared on social media by client, would you require them to credit you? Social media tag? Name and website?

Cancellations & Unforeseen Issues

- What happens if the client cancels mid-process?
- Is the deposit refundable? (Ex. If they cancel within a month of commission, they can receive a refund.)

- What happens if the artist cannot complete the work?
- What client behavior voids this contract? (Can the client only contact you during business hours? What if the client changes the commission subject more than twice? What happens if a client is behaving inappropriately?)

Template

COMMISSION AGREEMENT

Between **[Artist Name]** (hereinafter "Artist") and **[Client Name]** (hereinafter "Client")

Date: **[Date]**

1. Project Description The Artist agrees to create **[description of work]**, measuring **[dimensions/format]**, to be delivered as **[physical/digital/both]**.

2. Timeline Work will begin on **[start date]**. Sketch/draft approval is expected by **[milestone date]**. Final delivery is due by **[completion date]**. Delays caused by late client feedback may extend the timeline accordingly. Unforeseen delays caused by supply shortages or additional revisions may also extend the timeline.

3. Payment The total fee for this commission is **[\$[amount]]**. A non-refundable deposit of **[\$[deposit amount]]** is due upon signing. The remaining balance of **[\$[remaining amount]]** is due upon **[delivery/approval]**. Accepted payment methods: **[Venmo, PayPal, etc.]**

4. Revisions This agreement includes up to **[#]** rounds of revisions. Additional revisions will be billed at **[\$[rate]]** per request. Revisions must be requested within **[# days]** of receiving the draft.

5. Rights & Credit The Artist retains all reproduction rights unless otherwise negotiated. The Client may not reproduce, sell, or alter the work without written permission. The Artist reserves the right to display this work in their portfolio and promotional materials. Credit should be given as **[Artist Name / handle / website]** when shared publicly.

6. Cancellations If the Client cancels after work has begun, the deposit is non-refundable. If the Artist is unable to complete the work, all payments beyond the deposit will be returned to the Client.

7. Professionalism & Communication Both parties agree to communicate respectfully and in a timely manner. The Artist will provide updates at agreed milestones. The Client agrees to respond to feedback requests within **[# days]** to avoid project delays.

By proceeding with this commission, both parties agree to the terms outlined above.

Artist Signature: _____ **Date:** _____ **Client Signature:**
_____ **Date:** _____

