

**CONTRACT TO COMMISSION AN ARTWORK**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between A. ROY PRODUCTIONS, LLC, an Ohio limited liability company (the "Artist"), and \_\_\_\_\_ (the "Purchaser"), in Cincinnati, Ohio.

1. **The Project.** Purchaser is commissioning a work of art (the "Work") created by the Artist, as more fully described below:

Title: \_\_\_\_\_  
Medium: \_\_\_\_\_  
Size: \_\_\_\_\_  
Other: \_\_\_\_\_  
\_\_\_\_\_

The Work may be based upon materials (including but not limited to photographs, non-copyrighted imagery, imagery with copyrights owned by the Purchaser) provided by the Purchaser. The Purchaser represents that he/she has all rights to the materials and/or imagery provided to the Artist. The Artist cannot be held responsible for unsatisfactory results stemming from the poor informative quality of these materials.

2. **Payment Terms/Cancellation.** The Purchaser agrees to pay the Artist the total price of \$\_\_\_\_\_ for the Work. A nonrefundable deposit of \$\_\_\_\_\_ is required before work commences. Payment in full is due upon receipt of the Work. In the event of the cancellation of the Work before the work commences, the Artist will retain the nonrefundable deposit, free of any claims or interests of the Purchaser. In the event of cancellation of the Work after work commences, the Artist will retain the Work and the nonrefundable deposit.
3. **Copyright.** The Artist reserves all rights of reproduction and all copyrights in the Work, the preliminary design and any incidental works made in the creation of the Work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work or any reproductions of the Work.
4. **Privacy.** The Purchaser gives to the Artist permission to use the Work in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade and editorial uses, without violation of the Purchaser's rights of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Work, the preliminary design or any incidental works made in the creation of the Work.
5. **Non-Destruction, Alteration and Maintenance.** The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.
6. **Integration.** This agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.
7. **Waivers.** A waiver of any breach of any of the provisions of this agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
8. **Governing Law.** This agreement shall be governed by the laws of the State of Ohio.
9. **Attorney's Fees.** In any proceeding to enforce any part of this agreement, the aggrieved party will be entitled to reasonable attorney's fees incurred in addition to any available remedy.

**ACCEPTED AND AGREED:**

Purchaser: \_\_\_\_\_ Purchaser's telephone number: \_\_\_\_\_

Purchaser's address: \_\_\_\_\_

Artist: A. Roy Productions, LLC

By: \_\_\_\_\_  
Amy R. Eckert, Manager