



Commission Contract

This agreement is made the _____ day of _____, _____ (year) by and between:

Don S. Miller (Artist)
11303 Canterbury Drive, Sterling Heights, MI 48312
586-268-2025
dsmiller2@comcast.net

and

Name: _____ (Collector/Purchaser)

Address: _____

City, State, Zip: _____

Phone: _____ E-mail: _____

The parties agree as follows:

1. **The Project:** Collector is commissioning a waterfowl wood carving created by the Artist.

Species: _____ Drake Hen (check one)

2. **Right of Refusal:** It is the intent of this contract that the Artist create artworks for the Collector that the Collector will purchase. However, if, after the work is completed, the Collector does not wish to purchase any or all of the work, the Collector may refuse, on an individual basis, each created artwork. In that case, the Artist will retain the refused artwork and the nonrefundable deposit, free of any claims or interests of the Collector and the Collector will owe no additional fees to the Artist.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Collector that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. No work may be reproduced by Collector without the prior written approval of Artist.
4. **Payment Terms:** A nonrefundable deposit of one-third of the selling price is required before work commences. Payment in full is due upon receipt of artwork(s). Delivery will be three to five months from date of commission above.

Total Price: \$_____ Non-refundable Deposit due: \$_____ Balance due on delivery: \$_____

5. **Attorney's Fees:** In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to actual attorneys' fees and court costs in addition to any available remedy.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist

Purchaser