**Contract for the Commission of Artwork**

1. THE PARTIES TO THIS AGREEMENT ARE:
	1. THE SELLER:

Charles F. Wells Jr.

4032 Harvard Lane

APT 301

Kansas City, Missouri 64133

(816) 805-6030

wellsart2011@yahoo.com

* 1. THE BUYER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print)

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Phone

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Email Address

1. DESCRIPTION OF THE ARTWORK BEING COMMISSIONED:

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1. The Seller guarantees that he is the true and lawful owner/creator of the above described Artwork and that it is free of all encumbrances, liens and any legal claims.
2. The Seller warrants that no person shall have legal claim against the Buyer for the removal of the Artwork hereby sold and the Seller warrants to indemnify and hold harmless the Buyer from any and all adverse claims arising from the sale of the Artwork.
3. The Seller or his agent gives no warranty or guarantee other than those specified in 3 and 4 above.
4. The Buyer admits having inspected the Artwork to his/her satisfaction and that no guarantees or warranties were expressed or implied by the Seller or his agent regarding the condition, quality or fitness for any purpose of the Artwork.
5. The Artwork is sold As-Is and the Seller shall not be liable for any defects, patent, latent or otherwise.
6. The risk passes to the Buyer once the Buyer or his/her agent takes possession of the Artwork.
7. The Purchase Price is in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Holding Deposit
	1. The Seller acknowledges that a holding deposit in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ was received on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.
	2. The Seller agrees that the Artwork will be completed on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.
	3. The Buyer agrees that final inspection of the Artwork and the balance of the Purchase Price in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ must be paid by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.
	4. The Parties agree that the Holding Deposit is refundable if upon final inspection, the Artwork described in 3 above does not meet the Buyer’s satisfaction. They further agree that should a final inspection not occur or the balance of the Purchase Price is not paid by the date as in 10.3 above, the Buyer will have no further claims to the Artwork described in 3 above and the Seller is relieved of all obligations in respect of this agreement.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.

Seller:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_