

portrait commission procedures & contract

A word from Taaron...

The true portrait artist is not an expensive photocopier, for Kinkos is perfectly capable of overcharging for such a product. The true portrait artist, though his work may be based on quality photography, adds to the work his own skill and knowledge gleaned from life study and personal interaction with the subject to create something that captures likeness, personality, and character. Thank you for the opportunity to provide your family with a unique and timeless creation!

Art cannot be separated from life. It is the expression of the greatest need of which life is capable, and we value art not because of the skilled product, but because of its revelation of a life's experience.

—Robert Henri, *The Art Spirit*

This is a preliminary contract between _____ (“client,”) located at: Street: _____
City: _____
State: _____ Zip: _____
Phone: _____

And Taaron Parsons (“Artist.”) Client wishes to commission the artist to create an artistic portrait of _____, (“subjects.”) It is understood that specifications of the commission may change after a detailed discussion prior to the beginning of paintings. These changes will be reflected in an additional contract if required. Purpose of this contract is to define the scope of the work and responsibility of each party prior to execution of the final portrait.

Medium: _____

Brief Description: Head & Shoulders ____ Three Quarters ____ Full Length ____

Additional Subjects (if applicable), define: _____

Price Estimate: \$ _____ plus travel and shipping (if required). Price does not include travel expenses, shipping, or framing. This is an initial estimate of the cost of the portrait based on the current parameters of the work. Final parameters and cost of the work will be determined upon completion of digital mock-ups or a study. If applicable, adjustments to this contract will be completed and signed at that time.

GENERAL PROCEDURE

- The client is encouraged (but not required) to decide or begin thinking about whether he wants a formal or informal portrait, indoors or outdoors setting, and either an engaging (acknowledging the viewer) or candid pose.
- Initial meeting is scheduled to meet the client/subject(s)
- Discuss preferences and desires for the work
- Initial payment — non-refundable, 1/3 of total estimated cost of project
- Photo Shoot — Shortly after the initial meeting (preferably the day after), the artist will conduct a photo shoot. The final portrait will be based on a combination of the photos.
- Presentation of a Study — Artist will produce one or more studys (digital mock-ups or small study in oil - depending on budget), which will stand as an initial “draft” of the final portrait. Upon presentation of the studies, the client is free to give any input he desires.
- When the client approves a study, the final portrait will commence based on the approved study
- Presentation of final painting/Payment due in full
Artist will send high resolution digital images of the finished work to the client for review and approval. Upon approval, artist will then ship the painting when it is dry enough to do so.
*A word on revisions — extensive revisions may incur extra charges to the client. The definition of extensive revisions remains at the sole discretion of the artist.
- Cancellation — in the event that the client cancels the commission for any reason, an additional fee of 50% of the estimated cost will be charged to the client.

RIGHTS AND USAGE

Reproduction and ownership rights to selected photos from the photo shoot will be shared by the client and the artist as long as photo credit is given when the image is used in a public manner. Cost of the work of art is for the original artwork only and does not include copyrights or reproduction rights, which remain with the artist. Clarification of Artist rights as protected by the Federal Copyright Act of 1976 and the Federal Visual Rights Act of 1991: Purchase of a copyrighted artwork does not transfer the copyrights. The copyright to reproduce the works in copies, to produce derivative work based on the copyrighted image, and distribute copies is retained by the Artist. Any transfer of this copyright must be in writing expressly identifying what rights are being sold and for what purpose. Works of art cannot be modified without the permission of the artist. Works cannot be distributed, mutilated or modified in any way that would prejudice the reputation of the Artist.

Client (print) _____

Signature: _____ Date _____

Artist: Taaron James Parsons

Signature: _____ Date _____

Final cost adjustments (if applicable) _____ Initials _____