

Your vision. An original artwork.

A practical guide, project brief, estimate worksheet, and draft commission agreement. Complete electronically in a PDF reader or print and write in the spaces provided.

HOW THE COMMISSION PROCESS WORKS

- 1. Share your idea.** Send your preferred subject, style, dimensions, colors, budget range, delivery location, and desired date. Include photos of the intended space and references you have permission to share.
- 2. Discuss the project.** Jimmy confirms artistic fit, availability, materials, and any practical constraints. A consultation may be virtual, in person, or by email.
- 3. Review a written estimate.** Agree on the scope, total projected cost, payment schedule, included revisions, and delivery arrangements. Prices and deposits are set for each project.
- 4. Approve the agreement.** Both parties complete and sign the project terms. Work begins after the agreed initial payment clears and required references are received.
- 5. Create and review.** The artist provides updates at the agreed checkpoints. Request changes at those stages; added scope needs written approval and may change cost or timing.
- 6. Approve and receive.** Review the finished artwork, settle the agreed balance, and arrange shipping, pickup, or installation. Retain your invoice and artwork details.

BEFORE YOU COMMIT

This packet does not reserve a studio slot or establish a price. The estimate and agreement must be completed for your project. The agreement is a starting draft for legal review, not a statement of Jimmy's already adopted business policies.

Commission project brief

Client and artist complete this brief together. Do not include payment card or bank details.

Client name / Organization or group

Email / Phone (optional)

Artwork concept, subject, style, and reference images

Preferred dimensions, orientation, medium, and framing

Intended space, location, and display conditions

Budget range / Desired completion date / Is the date flexible?

Consultation format: Not yet decided / Virtual / In-person / Hybrid

Delivery address or pickup location / Access or installation needs

Projected cost & payment plan

An estimate becomes a confirmed quote only when the final amount and terms are approved in writing. Enter amounts in the agreed currency. All totals must be checked manually.

Quote reference / Date / Valid through / Currency

Artwork creation (labor and standard materials)

Additional materials or special fabrication

Framing / Mounting

Packing / Shipping / Transit insurance

Installation / Travel, if applicable

Applicable taxes / Other approved charges (describe)

PROJECTED TOTAL (sum of the approved charges above)

Initial payment: amount or percentage / Due date

Progress payment(s): amount / Milestone / Due date

Final balance: amount / Due date / Payment method

List any excluded costs or uncertain shipping/tax amounts in the agreement's special terms. The final balance equals the agreed total less payments received. No additional charges without written approval.

Draft commission agreement

Artist: Jimmy S. Clark Jr., Jimmy's Art Work. Client: the person or organization identified on page 2. Complete all blanks and obtain legal review before signing.

1. SCOPE AND PROJECT DOCUMENTS

The artist will create the artwork described in the approved project brief and quote. The completed brief, quote, and special terms are part of this agreement. List their reference numbers and dates on page 6. Any conflict must be resolved in writing before work starts.

2. PAYMENTS AND START OF WORK

Payments follow the approved schedule on page 3. Work starts after both parties sign, the agreed initial payment clears, and required references are supplied. The artist may pause work for missed payments or missing approvals after notifying the client in writing. Any schedule change will be confirmed in writing.

3. CREATIVE DIRECTION AND REVISIONS

The client acknowledges the artist's individual style and that a handmade artwork will vary from sketches, references, and screen images. Included review stages and revision rounds must be specified below. Changes to subject, dimensions, medium, or an approved direction require a written change order stating additional cost and revised timing before the extra work begins.

Included review stages / Revision rounds / Approval response period

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4. TIMELINE AND FINAL APPROVAL

The agreed target date is recorded in the brief. The artist will notify the client of anticipated delays and propose a revised date. The client will review the final artwork or photographs within the agreed response period and identify any material mismatch with the approved scope. Silence is not treated as acceptance. Shipping or pickup follows final written approval and cleared payment, unless otherwise agreed.

5. CLIENT REFERENCES

The client confirms they own or have permission to provide and authorize use of supplied photographs and other references. The artist may decline a reference or request an alternative if permission is uncertain.

Agreement terms continued

These terms must be considered together with the completed project brief, quote, and special terms.

6. CANCELLATION OR INABILITY TO COMPLETE

Either party may request cancellation in writing. The parties will document work completed, approved materials already purchased, amounts paid, and any refundable balance. Charges may not exceed the agreed project price and must follow the written terms and applicable law. If the artist cannot complete the project, the parties will agree on delivery of any accepted completed work and refund of unearned amounts. No automatic nonrefundable deposit or cancellation penalty is established by this draft.

7. DELIVERY, DAMAGE, AND INSTALLATION

Specify the delivery method, costs, insurance, and responsibility for loss or damage in the special terms. The client should inspect packaging and artwork promptly on receipt, photograph damage, retain packaging, and notify the artist so a carrier claim or remedy can be discussed. This does not waive statutory rights. Installation is included only if expressly listed in the quote.

8. PHYSICAL OWNERSHIP AND COPYRIGHT

Unless a separate signed writing states otherwise, ownership of the physical artwork transfers after full payment and delivery. The artist retains copyright; purchase does not grant reproduction, commercial use, or licensing rights. Any such permission must be separately agreed in writing. This draft does not designate the commission as work made for hire.

9. PORTFOLIO DISPLAY AND CLIENT PRIVACY

The artist may photograph the artwork for records. Public display of the artwork, client identification, private spaces, or recognizable people follows the permission selected on page 6. No public use of confidential client details is authorized by default.

10. CHANGES, DISPUTES, AND COMPLETE AGREEMENT

The parties will first attempt to resolve concerns directly in good faith. Any governing law, venue, or mediation procedure must be completed in the special terms after legal review; no waiver of statutory rights is intended. Changes must be approved in writing by both parties. The completed agreement and identified attachments record the agreed scope and terms.

Copyright reference: U.S. Copyright Office, 17 U.S.C. sections 202 and 204: physical ownership and copyright are separate; copyright transfers generally require a signed writing.
<https://www.copyright.gov/title17/92chap2.html>

Special terms & acceptance

Complete the project-specific terms before signing. Keep a signed copy and all approved attachments for both parties.

Brief / Quote references and dates / Agreed target completion date

Special terms: delivery risk, exclusions, cancellation, governing law, and other arrangements

Portfolio permission: Yes / No / After an agreed date; restrictions and client naming permission

Client signature (sign after final review) / Printed name / Date

Artist signature (sign after final review) / Printed name / Date

A typed name in this PDF is a completion field, not an electronic-signature service or identity verification. Sign using your chosen signing process after the terms have been finalized.

HANDOFF CHECKLIST

Confirm final approval and cleared balance; document artwork title, medium, dimensions, and date; provide invoice and care guidance; confirm framing and hanging arrangements; record tracking or pickup receipt; retain agreement, revisions, and delivery documentation.

Next step: Email your completed project brief to info@jimmysartwork.com. Jimmy will review the request and discuss fit, availability, and a personalized estimate. Sending this packet alone does not create a booking or contract.