

## Terms and Conditions of Contract: **Commissioned Art Work**

### THE PARTIES

The Service Provider/Artist: Chris O'Donnell

The Client/Buyer: \_\_\_\_\_

1. **Description:** The Artist shall provide an original artwork of acrylic on stretched canvas signed, dated and ready to hang.
2. **Size:** The finished canvas size is: 560, (width) x710 (height) x35mm( depth)
3. **Frame:** A Secondary floating frame is included YES / NO
4. **Price:** The total Price including GST if Applicable is NZ \$ . A deposit of 50% is payable on order. An Invoice and receipt can be issued.
5. **Style:** The Artwork shall be of a similar style and finish as other exterior street scenes of architectural villas shown on the [www.chrisodonnellartist.com](http://www.chrisodonnellartist.com) website.
6. **Process:** Generally, the artist would like to visit and photograph the residence herself if it is in the Auckland region, but if that is not possible for any reason, then the client is to provide a variety of photos of different angles and different times of the day (generally when there is sun/shadows on the façade is the best) for the artist to work from. The artist reserves the right to select one angle or portion of the house to paint, and not necessarily the entire image provided by the buyer. The image will however be recognizable as the house. The artist may alter plants or ancillary buildings, sun angles, seasons and sky, as she sees fit to enhance the image.
7. **Scope:** the price provided on the website is for an architectural exterior image only, if the buyer wants to include people, pets, vehicles in the painting then these need to be negotiated at the time of commission. Inclusion of these factors will also mean buying the copyright rights because the artist cannot replicate and sell the painting as a print – protecting your privacy but limiting the artist sales.
8. **Timing:** Generally, we will try and complete commissions within 3 months from the time of order. From time to time that may alter in which case I will keep in touch. If the artwork is required for a special event I will need at least 6 weeks' notice and will endeavor to complete it for the deadline (if advised at the time of order.)
9. **Legal and Privacy:** Under NZ law anyone can photograph and create an artwork of a building visible from the street (with the possible exception of some new buildings subject to architect's copyright). Generally, we expect that the Client is also the home owner or a relative of the home owner, but we can create paintings of homes that you are not connected with. In this case as a courtesy the artist would advise the owner of the residence. If you are not the homeowner or do not have the permission of the homeowner, the client or artist may only take photos of the residence from the street (public place) and must not infringe the privacy of the homeowner by showing their image or anything embarrassing to them. The Artist will never identify the location of your home in any marketing material. It may be referred to as 'Ponsonby Blue Villa' or similar but will not include street address. If a street number is included in the original artwork then it will be blanked out for digital reproductions.
10. **Packaging:** If you are outside of the wider Auckland area the artwork will be couriered to you. We will exercise every degree of skill, care and diligence in the packaging of the artwork for shipping by others. In some situations, there will be a choice of shipping which may include the canvas taken off its stretcher, and rolled with tissue, plastic wrapped and shipped in a tube at a lesser shipping cost, or shipped complete with stretcher/frame in a double cardboard art box. Prints may also be shipped flat or rolled depending upon size which will be agreed at sale. Once the item is delivered to the buyer's address, the responsibility is with the buyer. If the delivery address is within the Auckland area I will deliver the completed work with limited packaging/protection for transit.
11. **Payment for commissioned works:** 50% of payment for commissioned goods and services is made at the time of order and once payment has been cleared the order is confirmed. No refund is available after payment unless the commissioned work has not been commenced. At completion, the artist will provide a digital image of the work and an invoice for the final 50% and any shipping or framing costs. Once received the packaging and shipping process will commence and we will provide the buyer with the 'track and trace' details of the package in transit. The Artist is not responsible for the delivery time once the shipping company has the product.
12. **Acceptance of the commission:** The Artist reserves the right to decline a commission for any reason prior to order.

13. **Copyright and Ownership:** the artist warrants that the artwork is their own creation and that they are a legal owner of it and have the right to sell it. When an original artwork is sold, and paid for the Artist retains the full rights to the digital version of the artwork and to print reproductions. The digital version may be used for any marketing or promotional use. It is possible to purchase the copyright and limit the use of reproductions by negotiation when the painting includes family members or personal details.
14. **Intellectual Property:** Unless specifically included in the contract and the purchase price, the Artist shall retain intellectual property/copyright in all works created by the Artist. As far as possible the Artist warrants that the works are original and are not copied or forged from work of other artists.
15. **Mediation:** The Parties shall attempt in good faith to settle any dispute by mediation. If the buyer is not happy with the finished work then an attempt will be made to resolve the situation, but in this case the artist may waive the final 50% and keep the original image and all the copyright to offset the costs. These Terms may not be varied without the prior written consent of the Artist
16. **Law:** This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars. If the Artist does not exercise or enforce any right available to it under these Terms that does not constitute a waiver of its rights. If any provision of these Terms becomes or is held to be invalid, unenforceable or illegal for any reason, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

Name: Chris O'Donnell

Date:

Signature \_\_\_\_\_

(the Artist)

Name \_\_\_\_\_

Date:

Signature \_\_\_\_\_

Address:

(The Client)