

Artist: Momiji95
Email: contact.momiji95@gmail.com
URL: https://momiji95.com

Purchaser: _____
Email: _____

WHEREAS the Artist will create that certain work of art ("the Work"):

Type: Commission

Files: The Artist will deliver .psd and .png files + a keychain

Media: Digital

WHEREAS the parties want the artist to have certain rights in the future economics and integrity of the work. The parties mutually agree as follows:

1. **SALE:** Artist hereby creates the Work for the Purchaser at the agreed value of 32€.
2. **COSTS:** Purchase price includes all costs, both direct and indirect, in creating the work and delivering the work to the Purchaser, including purchase of raw materials, model and moldmaking, casting and patinas, consumables, shop expenses, labor, packaging, shipping, installation, paypal fees and taxes. This does not include the initial design work.
3. **PAYMENT:** This contract goes into effect upon the Artist receiving thirty two euros (32€) which is the total value of the Work.
4. **PROGRESS REPORTS:** The Artist agrees to furnish the Purchaser with progress reports during the creation of the Work, which can include pictures of the work in progress. The pictures may be digital images and sent by email. A progress report will be sent upon request by the Purchaser, but no more frequently than once a week.
5. **OWNERSHIP:** Upon completion of the Work, the Purchaser becomes the legal owner of the Work with all rights and privileges, with the exceptions noted below.
6. **REPRODUCTION RIGHTS:** The Artist retains all copyright rights and rights to reproduce the Work in all forms. The Purchaser can under no circumstances use the Work for reproduction and commercial purposes.
7. **NON-DESTRUCTION:** The Purchaser will not permit any intentional destruction, damage or modification of the Work.
8. **RESTORATION:** If the Work is damaged, the Purchaser will consult the Artist before any restoration and must give the Artist first opportunity to restore it, if practicable.
9. **NOTICE:** The Artist has the right to put their name and the year of completion on the Work in a permanent fashion. Placement and size to be determined.
10. **EXPIRATION:** This contract binds the parties, their heirs and all their successors in interest, and all Purchaser's obligations are attached to the Work and go with ownership of the Work, all for the life of the Artist and the Artist's surviving spouse plus 21 years.
11. **ATTORNEY'S FEES:** In any proceeding to enforce any part of this contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any available remedy.
12. **WARRENTY:** The Artist is obligated to create the work in a professional and craftsman-like manner. If, within 30 days after the sale is final, the Purchaser is not satisfied with the

Work, the Artist will do what he can to fix the problem, and if that's not possible, the Purchaser can return the work to the Artist and the full payment will be refunded.

13. **FUTURE RESPONSIBILITY:** If the Work is made in traditional fashion, the Artist is not responsible for changes in the Work due to climate, humidity, moisture, molds, infestation, stains, warping, shrinkage, expansion, corrosion or any other events that occur to the Work over time. The Artist is not responsible for any damage that occurs to the Work during shipping handling by post offices.

Date: _____

The Artist:

The Purchaser: