

## **Katie Emmitt Art Commission Terms & Conditions**

By paying a 50% deposit of the planned commission cost to Katie Emmitt (the artist), you (the commissioner) hereby agree to the following:

1. The commissioner agrees to communicate by e-mail to [katieemmittart@gmail.com](mailto:katieemmittart@gmail.com)
2. There is no rush processing, and no jumping ahead if there is a waitlist.
3. Any waitlist time the artist provides is approximate, not a guarantee.
4. Prior to charging the commissioner a deposit, the artist will provide a final price, estimated turn around time and waitlist time (if applicable,) and confirm the image to be used for the piece.
5. The commissioner agrees to pay a 50% deposit up front before any work is started and to get on the artist's waitlist (if applicable). The commissioner will pay the remaining 50% upon completion of the piece, before shipping.
6. There may be additional charges for the following: Major changes/adjustments to the photograph the artist is working from, detailed backgrounds, full body renderings in addition to a full face portrait, international shipping, overnight shipping, pieces larger than 11x14", or more than 2 adjustments to the final image. The artist will let the commissioner know immediately of any potential additional charges.
7. Payments will be made via PayPal at <http://www.paypal.me/katieemmitt> or Venmo @KatieEmmitt unless other arrangements have been agreed upon.
8. The photograph provided must be clear, crisp, and high quality.
9. The artist will complete the piece within 4 weeks of starting at most\* (although typical turn around time is 1-2 weeks). If she fails to complete the piece within 4 weeks, the commissioner will be eligible for a discount on their final payment (up to 50% of their total cost). *\*This does not apply for Oil Paintings which take significantly longer due to priming and drying times. Turn around times for Oil Paintings are subject to change and will be estimated before and during completion.*
10. Once complete, the artist will send a photo to the commissioner for approval. The artist will make a maximum of two changes or adjustments to the final piece if requested.

11. The final piece will be signed and dated by the artist. The back of the piece will be labeled with the artist's full name, date, size, & medium.
12. Once the artist receives payment in full (remaining balance after deposit and any additional charges agreed upon), she will ship the piece to the shipping address the commissioner provides using USPS Priority Mail, with insurance of the full price of the piece. The artist will provide tracking if asked.
13. The artist is not responsible for shipping delays. If the piece is lost in the mail, the artist will file a lost mail claim. Once she receives a refund from USPS, she will begin work on a replacement piece at no cost to the commissioner. Filing claims for lost mail and receiving refunds from USPS can take up to four weeks.
14. The artist will ship the piece in a way that protects it from damage to the best of her ability. If the piece is damaged in transit, the artist will file a claim on the insurance with USPS. Once she receives a refund from USPS, she will begin work on a replacement piece at no cost to the commissioner. Filing claims for damaged mail and receiving refunds from USPS can take up to four weeks.
15. After the piece has shipped, there will be no changes or refunds.
16. Katie Emmitt (the artist) retains the copyright to the image of the piece to put on social media, her website, or to utilize in flyers and marketing. If the commissioner would like prints made, the artist can make them at an additional cost.
17. Termination: The commissioner may terminate this agreement at any time by sending e-mailed notice to the artist. Upon termination, the commissioner will compensate the artist as follows:
  1. Partial Completion: If the artist has partially completed the work, the commissioner will compensate the artist at 25% of the total compensation in addition to the 50% deposit.
  2. Full Completion: If the artist has completed the finished artwork at the time of termination, the commissioner agrees to compensate in full.