



THAT PEARL GIRL

The Not-So-Fine Print

WHEREAS:

- A. The term Artist refers to me (Pearl Pratley).
- B. The Client (you) wishes to commission the Artist to create a Work of art (defined below).

The “Work” will consist of the following:

Title: _____ (Name of your pet here) _____
Media: Watercolour and Ink on Archival Paper
Dimensions: 9x12
Year: 2020

WORK: The Artist agrees to complete a custom portrait in the likeness of the reference photo supplied by the client, in her own image and using her geometric style. To be completed on 9x12 watercolour paper, using permanent ink and professional watercolours. Portrait size will be a minimum of 8x10 to a maximum of 9x12 (unless otherwise discussed). The final size will be decided upon by the client prior to starting the work.

SALE: Artist hereby creates the Work for the Client at the agreed value of \$500.

COSTS: Purchase price includes all costs, both direct and indirect, in creating the work. Shipping is not included in the cost and will be calculated and added accordingly to the final sale if a local pick up has not been arranged.

PAYMENT: This contract goes into effect upon the Artist receiving a 50% non-refundable deposit in the amount of \$250. The remaining sale price of \$250 + shipping shall be paid to the Artist upon completion of the Work within 7 days of the final work being presented to the client in digital, watermarked format for review/approval. Deposit and final payment is payable by etransfer to thatpearlgirlcreations@gmail.com See termination heading below for additional information.

DELIVERY AND SHIPPING: Local pick up (Kelowna) is free of charge and encouraged. Please pre-arrange a date, location and time with the Artist within 7 days of payment. Shipping is arranged by the Artist through Canada Post at the rate of \$50 Canada wide. This includes a tracking number provided to the client, and express delivery with a signature upon arrival. Artwork will be carefully packaged and shipped in a box.

DEADLINE: Unless otherwise agreed upon, the Artist agrees to complete the Work within 2 weeks after accepting the deposit.

COMMUNICATION: All communication pertaining to the Work shall be in written form, via email. The Artist will do her best to keep the client abreast throughout the process and respond to emails in a timely manner.

OWNERSHIP: The Work remains with the Artist until the Artist is paid in full. Upon final payment for the Work, the Client becomes the legal owner of the Work with all rights and privileges, with the exceptions noted below.

REPRODUCTION RIGHTS: The Artist retains all copyright rights and rights to reproduce the Work in all forms. The Artist will allow open edition prints at the request of the Client, at an additional cost. The Artist will not reproduce the artwork for anyone other than the Client, without their permission.

SHARED COPYRIGHT BY THE CLIENT: The Client agrees to share the copyright of the reference photo used to create the Work for display purposes only by the Artist. This includes, but is not limited to Instagram, Facebook, the Artist's website, and exhibitions.

TATTOO COPYRIGHT PERMISSIONS: The Artist will grant written permission at the request of the Client for the Work to be copied in the form of a tattoo. The copyright permission is limited solely to the Client's body for their personal use. Additional permission may be granted for friends and family members but will need to be discussed with the Artist prior to its use. This permission is a courtesy to the Client and is included with the final sale of the Work.

NOTICE: The Artist has the right to put her name on the Work in a permanent fashion. Placement will be under the portrait and the size is to be minimal, as to not take away from the Work. The name of the Work as well as the year will be included on the back of the portrait.

TERMINATION: If the Client is unsatisfied with the final Work despite the best efforts of the Artist, they must notify the Artist within 7 days of receiving the digital proof and are therefore not obligated to make the final payment. At which point the Work will become the property of the Artist.

In the event that the Artist falls ill, or has a disability preventing the progress or completion of the Work the project can be extended past the deadline for a maximum of 60 days. If the Artist is unable to complete the Work after this time a full refund will be given.

The Artist may terminate this agreement in the event that the Client is more than 30 days late in payment.

WARRANTY: The Artist is obligated to create an original custom Work in a professional and craftsman-like manner, and within the agreed upon timeframe to the Client's specifications.

FUTURE RESPONSIBILITY: The Artist is not responsible for changes in the Work due to climate, humidity, moisture, moulds, stains, warping, shrinkage, expansion, sun corrosion or any other events that naturally occur to watercolour and paper over time.

Custom Pet Portrait Example



Simon's reference photo



“Simon” 2019 © Pearl Pratley
Original watercolour and ink pet portrait