



Commission Agreement - Vibe Portrait

This Art Commission Agreement ("Agreement") is entered into on _____ (date) between the following parties:

(name) of _____
(address) (herein referred to as "Client") having placed order #_____ (order number) and
Luna Charlotte Art of Calgary Alberta T2G 3K7 (herein referred to as "Artist").

The above parties may be individually referenced as Party or collectively as Parties.
NOW, THEREFORE, the Parties agree to the following terms:

A. Scope of work

The Client understands the concept of the artwork and that The Artist will determine color, composition, and all other elements of the artwork based on information provided in the survey (including size) and the information gathered during the consultation call. The Client surrenders all creative decision making to the Artist.

B. Timeline

The commissioned artwork shall take up to 60 days to complete from the date of the consultation call. If the deadline cannot be met due to circumstances outside of the Artist's control, it is the Artist's responsibility to communicate any delays.

The artwork is completed on a first come, first serve basis. The Client understands that turnaround rates are affected by their position in that queue.

C. Revisions and alterations

The Client understands that, due to the nature of the process of this particular artwork, revisions and alterations are not accepted.

D. Consultation

After the completion of this contract and the survey, the Client will receive a link to book a consultation call. It is the Client's responsibility to choose a time slot that will work for them.

Should the Client need to reschedule the consultation call, the Client will inform the Artist of the cancellation at least 24 hrs in advance. The Artist will then provide re-booking instructions.

Should the client fail to notify the Artist of a cancellation, or should they fail to show up all-together, the Client will be billed \$50 USD to reschedule the consultation call.

Should the Client fail to show up or cancel a consultation call in a timely manner due to an emergency situation, the fee will be waived. Emergencies include health emergencies, mental health crises, weather emergencies, or anything on that scope experienced by the Client or their family and friends.

Should the consultation call be rescheduled, the Client understands that this will delay the completion of the artwork.

Should the Client fail to schedule a consultation call within 30 days of receiving their scheduling link, an additional \$100 USD will be billed should the Client choose to put the project back in motion.

Should the client fail to schedule or show up to a consultation call within 3 months of receiving the scheduling link, their commission will be canceled.

E. Refunds

Due to the nature of this project, the Client understands that no refunds will be issued under any circumstances.

F. Delivery

The Artist shall deliver the final artwork upon completion via mail services.

The Artist will ship the artwork within 7 days of its completion, and the package will be tracked and insured. Priority shipping is available on request for an additional fee to be determined on request.

Should the artwork somehow get damaged or lost in transit, it is the courier that will be responsible for negotiations. The Artist does not control shipping services or insurance claims. It is the Client's responsibility to contact the courier and file a claim. Should the courier require any documentation from the Artist for the claim, the Client can request those from the Artist.

The Artist will take all precautions necessary based on their expertise shipping artwork, and the artwork shall be packaged safely in a way that minimizes chances of damage.

The Client understands that couriers, even when insured, don't always cover artwork.

G. Ownership rights

The Artist shall retain ownership rights and copyrights to the image. The Client does not own the right to reproduce the artwork in any way. Due to the personal nature of this artwork, the artwork will also not be reproduced by the Artist without prior written permission from the Client.

The Artist reserves the rights to share the artwork and its creation process online, on their website and social media channels. Should the Artist feel inspired to share more of the process where the Client is involved, including but not limited to conversations between the Artist and the Client, unboxing content created by the Client, or feedback on the process from the Client, the Artist will not share any of this without prior written consent from the Client.

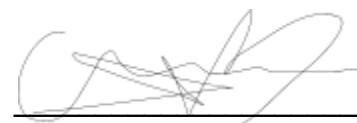
The Client retains the right to revoke consent on content containing any of the material listed above (that require consent from the Client) at any time. Should consent of material use be revoked, the Artist will remove applicable content from their website and social media within 48 hours of receiving the Client's request to do so.

H. Originality

The Artist confirms that all works provided to the Client shall be original.

Client Signature

Date Signed



Artist Signature

January 21st, 2023

Date Signed