

Amanda Ius Phillips Freelance Art Commission Agreement

This Freelance Art Commission Agreement is entered into by and between **Amanda Ius Phillips** and _____ as of the date _____ request is submitted and accepted.

By submitting a commission request and paying the required deposit, Client agrees to the terms outlined below.

1. Parties

Artist: Amanda Ius Phillips

Client: _____

Client Email: _____

2. Description of Services

Artist agrees to create **one (1) fully rendered digital illustration** based on Client's provided references and creative direction.

Final Deliverable:

- One (1) high-resolution digital illustration delivered as a **PNG file**

No physical items are included unless separately agreed to in writing.

3. Commission Process & Approvals

The commission will proceed through the following stages:

1. Client provides reference images and a written description of their vision

2. Artist creates multiple thumbnail concepts; Client selects one
3. Rough sketch submitted for approval
4. Cleaned-up sketch submitted for approval
5. Fully rendered version submitted for approval
6. Final edited PNG delivered

Client approval is required at each stage before Amanda Ius Phillips proceeds to the next stage. Approval may be given via email or written message.

4. Timeline

Amanda Ius Phillips will complete the commission within **two (2) to four (4) weeks** from the date the initial deposit is received, excluding delays caused by late feedback, revision requests, or force majeure events.

5. Revisions

- Reasonable revisions are included **at each approval stage**
- Revisions requested **after approval of a stage** may incur additional fees
- Major changes that alter the original concept or approved direction are not included and may require a new agreement

6. Payment Terms

- Total commission price: \$[Total Amount]
- A **non-refundable deposit of 50%** is required before any work begins
- Amanda Ius Phillips will not begin work until the deposit is received
- Remaining 50% is due upon final approval and **before delivery** of the final PNG

Payments must be made via Venmo, Paypal (Amanda Ius Phillips will send the invoice), or check.

Failure to submit final payment will result in non-delivery of the final artwork and forfeiture of usage rights.

7. Ownership & Copyright

- Amanda Ius Phillips **retains full copyright** to the artwork
- This is **not** a “work made for hire”
- Client receives a **non-exclusive, non-transferable license** to use the final artwork for personal use only, unless otherwise agreed in writing

Client may not:

- Resell, sublicense, or distribute the artwork
- Use the artwork for commercial purposes
- Alter the artwork without Amanda Ius Phillips’ permission

8. Artist Rights

Artist retains the right to:

- Display the artwork on their website, portfolio, and social media
- Sell prints, copies, or reproductions of the artwork
- Use the artwork for self-promotion and marketing purposes

9. Credit & Attribution

Wherever reasonably possible, Client agrees to credit Amanda Ius Phillips as the creator of the artwork.

10. Cancellation & Termination

- If Client cancels the commission after work has begun, the 50% deposit is forfeited
- If Amanda Ius Phillips cancels the commission due to unforeseen circumstances, Client will be refunded any payments made for work not completed

11. Force Majeure

Neither party shall be liable for delays or failure to perform due to events beyond reasonable control, including but not limited to natural disasters, illness, pandemics, government orders, or power/internet outages. Deadlines will be reasonably extended in such cases.

12. Limitation of Liability

Amanda Ius Phillips shall not be liable for any indirect, incidental, or consequential damages arising from the use of the artwork. Amanda Ius Phillips' total liability shall not exceed the amount paid by Client under this Agreement.

13. Governing Law

This Agreement shall be governed by the laws of the state of Texas.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties and may only be modified in writing.

By submitting a commission request and payment, Client acknowledges that they have read, understood, and agreed to this Agreement.

Client's Full Name: _____

Client's Signature: _____

Date: _____

Artist's Full Name: Amanda Ius Phillips

Artist's Signature: _____

Date: _____