

## *Original Fiber Art by Kate Themel*

### THE COMMISSION PROCESS

I welcome opportunities to create commissioned artwork for individuals, groups, or professional organizations. My goal in accepting commissions is for the process to be both gratifying for me as an artist and pleasurable for those who have chosen to integrate my art into their living or working environment.

I price my work using a formula that factors in the dimensions of the work, the costliness of the materials to be used, and the labor-intensity of the techniques and processes that will be employed in creating the work.

Please note that an up-front design fee is charged for all projects. When a client chooses to move forward with the design, the full amount of the design fee is applied toward the cost of the project; should a client choose not to move forward with the design after receiving an initial drawing, the design fee is retained as compensation for my time in developing the design concept.

In addition, once a design has been agreed upon, I will require a materials fee before production begins. Should a client refuse the finished artwork, the materials fee is retained to cover the cost of materials and time spent creating the artwork.

I hope we can work together to create something beautiful for your home or office. Thank you for your interest in my artwork.

Sincerely,

Kate Themel

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## **Some Frequently Asked Questions:**

### ***How does the process begin?***

Everything begins with a friendly and open conversation. You are under no obligation to buy anything or sign anything during an initial conversation. The purpose is to discuss our expectations and hopefully agree to move forward with a commissioned artwork.

Once we agree on a general size and theme, we can begin to outline the price and a timeframe for work to be completed.

### ***How do you determine the price?***

The final price can be estimated by the finished size. As a general rule, I charge \$2.00 per square inch for commissioned artwork. For example, a composition measuring 15" x 20" (300 square inches) will cost roughly \$600. The price may increase if the design is extremely complicated, requires hand stitching, embellishments, or if the client wants to use rare or expensive materials.

### ***How long does it take to finish?***

The time it takes to complete a composition varies depending on the size and complexity of the design. As a general rule, I estimate 1 month per square foot. For example, a finished piece measuring 15" x 20" is roughly 2 square feet, therefore it would take approximately 2 months to complete. Deadlines and delivery dates can be negotiated. The final selling price may be increased for rush deliveries.

The delivery date will be determined once both parties agree on the overall design and size of the artwork.

### ***Can you create a design based on a photo?***

Yes, but there are limitations. I cannot create artwork based on a copyrighted photo, licensed design or another artist's work unless the copyright holder provides written permission.

Also, not all photos are appropriate for the medium of fiber art. During our initial conversation, we may discuss options or interpretations of photos in order to agree on the best approach.

### ***Can I choose the fabrics you will use?***

My goal for every design is to create a balanced and beautiful composition and use high quality materials.

I will create an initial drawing and will provide fabric samples if you like. These are to be used as a guide, so that we can agree on a general color scheme and tone.

However, the creative process often has a life of its own. In order to do my best work, I need to have flexibility.

I purchase my fabric and thread from a few trusted sources that I've worked with for years. Having consistency and predictability in my materials allows me to focus on the artistic decisions.

If you want to commission something using special materials like silk, rare textiles, family heirlooms or clothing, that can usually be done but may increase the final price.

***Can I see the design before you begin?***

Yes. I will provide an initial drawing before production begins on the final artwork. At that point we will have another conversation to make sure our expectations for the project are in line with each other. This is the time to address any concerns or changes in the design.

***Can I see the artwork while you are making it?***

Sorry, no. I do not provide "in progress" photos or visits while working on commissions. The piece may go through several drafts and variations before I am satisfied with the design, and sometimes the final version is very different than earlier stages. I have found that sharing photos during different stages is confusing to the client and slows down the whole creative process.

With every commission, my goal is to meet or exceed the client's expectations. During the creative process, if for some reason I find that a major part of the design or construction needs to be changed from the original drawing, I will communicate with the client to explain my reasoning and we can discuss the options. As the artist, I must have the final word on creative decisions, and I take that responsibility very seriously.

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# **SAMPLE**

## **Art Commission Contract**

This agreement is made by and between:

**(Artist) Kate Themel**

49 Briar Court

Cheshire, CT 06410

(203) 272-6171

and

**(Collector) Joe Smith**

123 Anywhere Street

City, CT 06060

(203) 555-5555

The parties agree as follows:

1. **The Project:** The Collector is commissioning a set of 2 fiber art compositions to be created by the Artist. Subject matter is the collector's daughter, based on photos provided by the Collector and interpreted by the Artist. The Artist and Collector have agreed to a color scheme and final dimensions for the artwork.
  - a. *The parties have agreed to 2 pieces of artwork, each with the finished dimensions: 10"W x 15"H, unframed. Total dimensions equal 300 square inches.*
  - b. *Color scheme will be warm tones; predominantly orange, brown and olive green.*
  - c. *The parties have agreed to a delivery date 8 weeks following receipt of the Materials Fee – see item 6b.*
2. **Creative Decisions:** The Artist will consult with the Collector on layout, color palette, and subject/content, and will provide sketches of her intended design(s) before production begins. The Artist will use fabrics from her own inventory which are consistent with the agreed color palette. During production, the Artist will make reasonable efforts to inform and consult with the Collector regarding major changes she deems necessary in the works' construction or design. The Artist will make all final decisions regarding the aesthetics of the composition(s).
3. **Right of Refusal:** It is the intent of this contract that the Artist will create artwork for the Collector that the Collector will purchase. However, if, after the work is completed, the Collector does not wish to purchase any or all of the work, the Collector may refuse, on an individual basis, each created artwork. In that case, the Artist will retain the refused artwork and the nonrefundable deposits, free of any claims or interests of the Collector and the Collector will owe no additional fees to the Artist.
4. **Copyright:** the Artist reserves the common-law copyright to all works commissioned by the Collector that are created by the Artist, including all reproduction rights and the right to claim statutory copyright.
5. **Payment Terms:** Cost of artwork is calculated at \$2.00 per square inch, using the agreed upon finished dimensions (width x height) and is consistent with other comparable works by Artist at the time of sale. The final dimensions may be negotiated only until production begins on the artwork.

6. **Payment Schedule:** Fee/Selling price for the artwork will be calculated as specified above. Payments are required according to the following schedule:
- a. **Non- refundable Design Fee of 5%** of the selling price (\$30.00) is required before work begins on an initial drawing
  - b. **Non-refundable Materials Fee of 20%** of the selling price (\$120.00) is due once the Collector and Artist agree on the general composition, color scheme and final dimensions of the artwork, and before Production of the final artwork begins.
  - c. **Payment in full: the remaining 75%** of the selling price (\$450.00) is due upon receipt of the finished artwork.
7. **Delivery:** All artwork will be complete and delivered on or before [specify date] or 8 weeks following receipt of the non-refundable Materials fee which constitutes an agreement on the general design.

Fee/Selling Price

- a. *Total finished dimensions = 300 sq inches*
- b. *\$2.00/sq in x 300 sq in*
- c. *Cost of Artwork(s)= \$600.00*
- d. *Additional fees due to complexity of design, rare materials or rush delivery = \$0*

Total due: \$600.00

In signing this document, the artist acknowledges that the artist will complete the work as specified and deliver the work to the collector by the agreed date.

In signing this document, the collector acknowledges that the collector will pay the Fee/Selling price as described above and will take ownership of the artwork on the agreed date.

**Artist**

**Collector**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.