Commission Agreement
between

Artist*:	**Jala Prendes/Neon Skies Studio LLC**	**Collector*:**	_____
		Address:	_____
Address:	PO Box 690245		_____
	Houston, TX 77269	**Phone:**	(___) ___-____
Phone:	(713) 854-8044	**Email:**	_____
Email:	jala@neonskiesstudio.com		
URL:	www.neonskiesstudio.com		

*Artist henceforth referred to as "I/me" – Collector referred to as "buyer."

1. Buyer has asked me to conceive of and create an original _____ ("work")

2. The price of the work is approximately $_____ as indicated on Estimate #_____. The price does not include the additional costs for any additional adjustments or special requests made during the creation process, or shipping, storing or insurance after the work has been completed.

3. Buyer will pay me **25%** of the total quoted price upon signing this agreement. This fee is a **non-refundable guarantee.** Should the buyer decide to cancel the commission after work has begun, this fee will not be reimbursed.

    a. Within seven (7) days of signing this agreement, I will provide preliminary sketches to the buyer as a proposal for the final work. If not agreed upon, I will produce further sketches within a second seven (7) day period after additional clarification of the buyer's wishes is obtained.

    b. If buyer does not respond or does not accept my proposal within thirty (30) days, I will have no further obligation to the buyer.

    c. If buyer accepts my proposal, buyer will pay me another 25% of the total price within thirty (30) days of accepting the proposal, and I will finish the work within ____ days of receiving this second payment. Buyer will pay me the remaining 50% within thirty (30) days after I complete the work.

    d. The artwork will not be delivered, nor title transferred, until full payment has been confirmed received.

4. Buyer will promptly provide me (at buyer's expense) any photos, documents and other information that I need in order to create the work.

5. Buyer will cover the costs of insurance, shipping and any storage of the work.

6. Buyer may not allow any modification to the work during my lifetime without my written permission. If anyone modifies the work during my lifetime without my written permission, the work will no longer be attributable to me.

7. I do not waive my rights under the Visual Artists Rights Act. Buyer may not allow any damage to the work. If the work is damaged during my lifetime, buyer must pay for restoration by a restorer whom I approve. If anyone else restores the work during my lifetime, it will no longer be attributable to me.

8. I retain copyright to the work. I grant buyer a limited, nonexclusive right to reproduce images of the work for non-commercial purposes, as long as they are credited as "Courtesy of Jala Prendes/Neon Skies Studio LLC."

9. I continue to own any drawings, models, molds and similar materials created for making the work.

10. If I die before finishing the work, neither I nor my estate will have any more obligations to buyer and the unfinished work may not be attributed to me.

11. This agreement states our complete understanding and replaces any earlier understandings between us. We may only modify this agreement in writing, signed by both of us. Buyer agrees that I will be entitled to specific performance and injunctive and other equitable relief to prevent or remedy any breach of this agreement. If a court holds any part of this agreement illegal, void or unenforceable, the rest of the agreement will remain enforceable. The waiver of one right is not a waiver of any other right. This agreement shall not be interpreted for or against me (or for or against the buyer) because one of us (or our respective counsel) drafted a contested provision. In any proceeding to enforce this agreement, the losing party will pay the willing party's reasonable attorneys' fees. Texas law shall govern this agreement, regardless of conflict-of-law principles.

Dated: _____

_____   _____
Artist Signature   Collector Signature