



Overview of the Contract Model Used to Plan and Price Painting Projects

The Elements of Plan and Price

Phase 1 – Origination, Requirements Gathering and Draft Design

All painting projects require some level of pre-production research that will help define the direction of the painting. This effort will vary from project to project and will coincide with the time dedicated to the requirements gathering and draft design phase of the project. The process of requirements gathering and initial design drafting typically takes about 10 to 15 hours. At the end of this phase of the project the patron approves and signs off on the draft design. Only minor changes to the draft design will be considered once it is approved. Major changes will require additional payments. This time is billed out at \$30.00 per hour.

Phase 2 – Production

Materials/Travel – The cost of materials and the travel required to gather them typically amounts to about 10.00 per square foot. This includes wood, hardware, gesso, paint, varnish, travel costs etc. If a patron requires the use of non-standard materials or processes the material and travel costs associated with the project will increase.

Labor – My labor is billed out at \$30.00 per hour – It typically takes 10 to 12 hours to complete one square foot of a painting.

Artistic Value – Each painting is one of a kind. Additional value is associated with each object beyond the cost of the labor and materials associated with its production.

Phase 3 - Delivery and Installation

Local patrons will be responsible for picking up finished work at the studio. If shipping is required it will be managed through FedEx or a comparable carrier. Costs of packaging, shipping and installation are the responsibility of the patron.

Phase 4 – Maintenance/ Service Agreement

Upon completion the painting will be certified to be free of all defects due to faulty craftsmanship or faulty materials for a period of 12 months from date of sale. If a flaw appears during this time, Greg Page will make all repairs at no cost to the patron. Damage to the painting caused by the patron can be repaired for a separate fee.



Phase 5 – Ownership, copyright and moral rights - All rights not expressly granted to the patron in the text of a commission contract are retained by Greg Page, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted in the text of a commission contract requires the payment of a separate fee.

The patron's purchase of a copyrighted artwork does not transfer the copyrights. The copyright to reproduce the works in copies, to produce derivative work based on the copyrighted image, and distribute copies is retained by Greg Page. Any transfer of this copyright must be in writing expressly identifying what rights are being sold and for what purpose.

Works of art cannot be modified without the permission of the artist. Works cannot be distributed, mutilated or modified in any way that would prejudice the artistic reputation of Greg Page.

Sales Tax – TBD

The Square-foot pricing model:

Instead of using an ala Carte model to price painting projects, which would include the particular costs of materials used, the exact hours of labor consumed and some subjective sense of the artistic value of each painting, I use a standard cost per square foot model for pricing the origination and production phases of painting projects.

My standard rate for completing the origination and production phases of a painting project is \$300.00 per square foot. This rate does not cover the services of packaging, delivering, shipping or installing the painting. In addition, this rate does not cover any ongoing maintenance costs.

Each painting project commission requires an up front retainer payment or origination fee which must be at least 1/3 of the total estimated cost of the project. The remaining 2/3 of the project's cost will be due when the patron picks up the finished painting or requests its delivery. Projects will be deemed complete based on the aesthetic judgment of Greg Page.



TITLE OF THE COMMISSION PROJECT

Assumptions:

Patron: Patron X

Artist:

Greg Page – 920 Wilder Street, St. Paul, MN 55116
Home: 1-651-699-0128 - Work: 1-651-310-0396

Summary of the Commission:

Patron X commissioned the “**Patron X** Painting Project” based on their review and acceptance, or appreciation of, the quality and aesthetic character, or style, of past artwork created by Greg Page. This painting project commission was not based on a competitive design and proposal model.

This project will include a requirements gathering and draft design phase during which **Patron X** will define requirements for the painting including such details as its size, a general palate of color, and any specific conceptual elements that they would like to have incorporated, in some form, within the painting.

These requirements will be incorporated into a draft design that will be executed by Greg Page and then reviewed and approved by **Patron X** prior to the beginning of the production phase of the project. **Patron X** will approve the draft design by signing and dating the design drawing. The requirements gathering and draft design phase of the project should not exceed 15 hours. The **Patron X** agrees to trust Greg Page’s artistic judgment regarding aesthetic details associated with the final appearance of the painting once the requirements gathering and draft design phase of the project has been concluded. **Patron X** agrees to make an “origination fee” payment of 1/3 of the total project cost prior to, or at, the time that the requirements and draft design phase is completed.

Requested revisions to the design concept that occur after the production phase of the project has begun will be considered as long as the requested revisions don’t significantly add to the initial estimate of time required to complete the project. **Patron X** is welcome to call and make arrangements to periodically visit the studio of Greg Page to view the progress of the painting. During these visits they may submit requested minor revisions. If the requested revisions require a significant re-working of the initial design, in the opinion of Greg Page, which in-turn significantly extends the length of the project then a mutually agreed upon compensation will need to be determined by both parties prior to the execution of the requested significant design change.



Requirements Gathering and Draft Design Phase:

See the attached signed and approved drawing that has all of the required design elements on it.

Production Phase:

Production Time: During the requirements gathering and draft design phase of this project the size of the commissioned painting was set at X' high and X' wide for a total of X square feet. Since it typically takes 10 hours to complete each square foot of a painting it is anticipated that the painting will take about X hours to complete.

Cancellation and "Kill" Fees:

If the patron cancels or "kills" this project prior to its completion then fees will be charged to the patron based upon the amount of work that has been completed. If the project is complete when the request for cancellation or "kill" is issued then the patron will pay the full estimated cost of the project and the artist, Greg Page, will retain ownership and all rights to the painting. The patron agrees to pay the artists invoice within 30 days of receipt.

Final Review Phase:

Once the painting is complete the **Patron X** will be invited to participate in an unveiling of the painting. Any final payment that is still outstanding will be made when the painting is picked up and or installed in the home of **Patron X**.

Product Delivery Phase:

Once the final payment for the painting is received the piece produced via the project will be turned over to **Patron X** for installation.

Provenance Certificate:

A certificate of provenance will be provided with the painting when the final payment is received.



Terms of Cost and Payment:

Summary of total costs.

Service/Maintenance Agreement:

If the painting is damaged by accident while in the possession of **Patron X** , **Patron X** can contact Greg Page to discuss the terms required to retain him so that he can repair the damage.

Upon the completion of this project the painting will be certified to be free of all defects due to faulty craftsmanship or faulty materials for a period of 12 months from date of sale. If a flaw appears during this time, Greg Page will make all repairs at no cost to **Patron X**.

Copyright and Duplication Rights:

All rights not expressly granted to the patron in the text above are retained by Greg Page, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.

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Works of art cannot be modified without the permission of the artist. Works cannot be distributed, mutilated or modified in any way that would prejudice the reputation of the Artist.

GREGORY A. PAGE
ARTIST



920 Wilder Street, St. Paul, MN 55116 USA Home Phone: 1-651-699-0128 - Email: greg@gregoryapage.com

Miscellany: This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Only an instrument, signed by both parties, in writing can modify its terms, except that the Patron may authorize expenses or minor revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute regarding this agreement shall be arbitrated in St. Paul, MN under the rules of the American Arbitration Association and the laws of MN. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. The laws of the State of Minnesota shall govern this Agreement and courts of such state shall have exclusive jurisdiction and venue.

Artists Signature:

_____ Date _____

Patrons Signature:

_____ Date _____