AI ART COMMISSION AGREEMENT

UNSIGNED WORKING DRAFT — resolve the artwork, actual rights, permissions, payment and applicable requirements before signing.

Agreed effective date: [DATE]
Artist: [ARTIST LEGAL NAME], [ARTIST ADDRESS]
Client: [CLIENT LEGAL NAME], [CLIENT ADDRESS]
Chosen governing state: [STATE]
Artist / work location: [STATE]
Client location: [STATE]

Other locations and mandatory requirements: [OTHER LOCATIONS AND MANDATORY REQUIREMENTS]

Actual roles, signatory authority and creator ownership chain: [ACTUAL ROLES SIGNATORY AUTHORITY AND CREATOR]

This agreement takes effect on actual execution, subject to its stated grant conditions and controlling law. The transaction label does not establish worker classification, authorship, copyright ownership or signing authority. No earlier signature is certified and no unrelated future work is included.

1. Commission and permissions

Final artwork, versions, formats, physical copies and excluded drafts: [EXACT FINAL ARTWORK VERSIONS FORMATS PHYSICAL]

Actual human expression, generated portions and third-party material: [ACTUAL HUMAN EXPRESSION GENERATED PORTIONS AND]

Tools, versions, tiers and dates: [ACTUAL TOOLS MODEL VERSIONS ACCOUNT TIERS]

Creation dates, prior agreements and actual relationship: [CREATION DATES PRIOR AGREEMENTS AND ACTUAL]

Permission status: Unresolved

Intended-use rights, provider terms, input rights, consents and restrictions: [INPUT OUTPUT RIGHTS PROVIDER TERMS LIKENESS]

Background tools, client references, prior grants and excluded materials: [BACKGROUND TOOLS CLIENT REFERENCES PRIOR GRANTS]

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The artist will create and deliver the identified work subject to the agreed scope, payment and lawful permissions. Obtain necessary copyright, trademark, publicity/likeness, privacy, data and other permissions before the affected use. A paid tool subscription or a client's reference image does not itself supply every needed right. Neither party must disclose account passwords or API keys.

Copyright may protect qualifying original human expression, selection, arrangement or modification. Prompting, effort or an assertion of human contribution alone does not establish protection of generated output. This agreement cannot create missing copyright, convey rights the artist does not hold, guarantee originality or bind strangers. Existing employee or commissioned-work ownership must be assessed under the actual facts and applicable law; this form adds no work-made-for-hire designation.

2. Rights grant and timing

Covered rights, uses, territory and exclusions: [COVERED RIGHTS USES TERRITORY AND EXCLUSIONS]

Nonexclusive license. Subject to the stated scope, exclusions, duration and trigger, the artist grants the client a nonexclusive license of the actual rights identified above. Ownership remains with its actual owner; the artist may exercise or license retained rights subject to the agreed confidentiality and other lawful restrictions.

License duration, termination and post-term use: [LICENSE DURATION TERMINATION AND POST TERM]

The license does not add a fallback assignment. No unlimited duration or irrevocability is implied.

Payment trigger. The additional grant for each covered portion takes effect upon the specified payment for that portion under Section 4; future rights also require their creation. Before that condition is met, the client may review delivered work internally for acceptance, but no public-use license is implied. Existing rights under law or a valid prior instrument remain separate.

Sublicensing and onward transfer: [SUBLICENSING AND ONWARD TRANSFER TERMS]

Artist retained uses, portfolio permission and confidentiality: [ARTIST RETAINED USES PORTFOLIO PERMISSION CONFIDENTIALITY]

Reconcile every retained use with the grant's scope and exclusivity before signing. No automatic public portfolio release, unrestricted resale or right to control nonparties' artistic style is supplied. An agreed restriction binds only parties actually subject to it and remains subject to applicable law.

Grants cover only actual owned or lawfully acquired transferable rights. Signed transfers must satisfy applicable requirements, including 17 U.S.C. § 204(a). Statutory termination rights under Section 203,

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where applicable, remain available. No power to sign for another person or blanket moral-rights waiver is created.

3. Training, files and physical originals

Private training restriction. The client will not use the delivered artwork or supplied drafts as AI training data without a later lawful written agreement. Any permitted sublicense must communicate and impose this restriction on its recipient to the extent lawfully agreed. This private promise does not bind strangers or establish that every training use infringes copyright.

Physical originals, files, source materials and generated-output promises: [PHYSICAL ORIGINALS FILES SOURCE MATERIALS AND]

Ownership of a physical object or file copy is distinct from copyright under 17 U.S.C. § 202. Deliver only the identified originals and files; no implied transfer of provider accounts, model weights, unrelated source files or third-party material is created. Any promise about generated material must remain within actual authority and applicable law, including preemption rules.

4. Fee, delivery, revisions and cancellation

Total agreed fee: [TOTAL AGREED FEE]
Deposit credited toward that fee: [DEPOSIT CREDITED TOWARD THE TOTAL ZERO]
Agreed delivery date: [DATE]
Included revision rounds: [INCLUDED REVISION ROUNDS]

Deposit due date, balance, milestones, invoices and payment deadlines: [DEPOSIT DUE DATE BALANCE MILESTONES INVOICES]

Deliverables, acceptance criteria, feedback dates and delay procedure: [DELIVERABLES REVIEW AND ACCEPTANCE CRITERIA FEEDBACK]

Additional revision prices, scope changes and written approval: [ADDITIONAL REVISION PRICE SCOPE CHANGES AND]

Cancellation grounds, notice/cure, valuation, fees, refunds and surviving rights: [CANCELLATION GROUNDS NOTICE CURE WORK VALUATION]

The client will pay amounts when lawfully due. The deposit is credited once toward the total; it is not automatically nonrefundable or additional to earned fees. No unstated standard revision rate, cancellation percentage, automatic acceptance by silence or automatic extension of the deadline is added. Agree on material scope or fee changes before performing the changed work.

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Cancellation does not automatically forfeit every payment, return previously vested rights, erase an accrued claim or permit unrestricted reuse of confidential or third-party material. Reconcile the actual ending terms with the grant trigger and paid deliverables. Any cancellation charge must satisfy applicable law and may not be an unlawful penalty. Mandatory wage, freelance-payment, reimbursement, consumer, final-pay and anti-retaliation protections control inconsistent terms.

5. Warranties, indemnity and liability

Actual warranties, knowledge limits, exceptions and provider coverage: [ACTUAL WARRANTIES KNOWLEDGE LIMITS EXCEPTIONS AND]

No automatic warranty of copyrightability, originality, permission or noninfringement is inserted. Provider coverage depends on the actual terms, tier, use, exclusions and conditions; no universal training-data indemnity or exclusion is presumed.

No additional contractual indemnity is created. Applicable legal responsibility remains.

Liability allocation and any lawful limits: [LIABILITY ALLOCATION AND ANY LAWFUL LIMITS]

No limitation excludes liability that applicable law prohibits excluding. The agreement does not automatically waive statutory remedies, fraud claims, required reimbursement or all consequential damages. Any lawful limitation must be stated consistently with the indemnity and mandatory protections.

6. Attribution and care of the work

Actual attribution, copyright notice and metadata terms: [ACTUAL ATTRIBUTION COPYRIGHT NOTICE AND METADATA]

An agreed credit is distinct from copyright ownership. A copyright notice must accurately identify the relevant owner and publication year where required; the agreement date is not automatically the publication date. Not every metadata field is statutory copyright management information. Claims under 17 U.S.C. §§ 1202 and 1203 depend on the statutory elements, knowledge requirements and defenses; metadata removal alone does not guarantee damages.

Physical-work care, proposed alterations and applicable art protections: [PHYSICAL WORK CARE PROPOSED ALTERATIONS ATTRIBUTION]

Federal moral rights under 17 U.S.C. § 106A apply only when the work and authorship satisfy the statutory requirements, including the limited definition of a work of visual art in Section 101 and applicable exceptions. Not every illustration, digital file, commissioned work or print qualifies. This agreement contains no VARA waiver. Any separate waiver must identify the work and uses and satisfy the actual statutory requirements.

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State art-preservation, consignment, consumer and related laws may also apply based on the actual facts and location. Their interaction with federal preemption under Section 301 requires assessment; the agreement does not promise that whichever law is more protective always governs. Applicable protections depend on the work, use, location and governing law.

7. Confidentiality and data

Confidential information, recipients, authorized use and duration: [CONFIDENTIAL INFORMATION AUTHORIZED RECIPIENTS USE AND]

The parties will safeguard the identified information with reasonable care and use it only for agreed purposes. Exclusions cover information public without breach, previously lawfully known without restriction, independently developed without protected information, or lawfully received without a duty. Lawful compelled disclosure is permitted, with notice only where lawful.

Under 18 U.S.C. § 1833(b), an individual has immunity from federal and state trade-secret liability for confidential disclosure to a government official or attorney solely to report or investigate a suspected legal violation, or disclosure in a complaint or other filing under seal. In an anti-retaliation lawsuit, the individual may disclose to an attorney and use the information if filings are under seal and disclosure otherwise occurs only by court order. This notice covers employees, contractors and consultants; it does not authorize unlawful access.

Protected reporting, cooperation with authorities, legally protected workplace discussions and other nonwaivable rights require no prior consent or notice. Financial confidentiality does not prohibit such activity.

Approved tools/data, safeguards, incident notice and lawful retention: [APPROVED TOOLS DATA SAFEGUARDS INCIDENT NOTICE]

Use of confidential or personal data in an AI service requires the actual approvals and safeguards. This form alone supplies no missing consent, data-processing agreement or business-associate agreement. Retention/deletion must preserve lawful records, legal holds, protected reports and evidence needed to assert rights under appropriate safeguards.

8. Registration, disputes and execution

Registration responsibility, authority, records, costs and deadlines: [REGISTRATION RESPONSIBILITY AUTHORITY RECORDS COSTS AND]

Only an authorized applicant may file an accurate application. Identify actual human authorship and disclose/exclude AI-generated material as current Copyright Office instructions require; do not mechanically copy an incomplete commission description. The 2023 AI registration guidance does not make every assisted use disqualifying. Registration does not guarantee validity or remedies. Section 411's

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registration prerequisite is subject to its scope and exceptions, and Section 412 limits statutory damages and attorney fees based on timing and other requirements.

Actual forum/venue, procedure and lawful fee terms: [ACTUAL FORUM VENUE PROCEDURE AND LAWFUL]

Court route. Claims must be brought in a court with actual subject-matter jurisdiction and proper venue. A private agreement cannot create federal jurisdiction or give a state court jurisdiction over a claim reserved exclusively to federal courts.

Notice contacts, delivery and receipt: [NOTICE CONTACTS DELIVERY AND RECEIPT]

Actual rights, commercial terms and applicable-law review: [ACTUAL RIGHTS COMMERCIAL TERMS AND APPLICABLE]

Chosen governing law is subject to controlling federal and mandatory state/local law. A court grants remedies only on the showing the law requires. Severability applies only as law permits; no mandatory judicial rewriting is promised. Resolve conflicts with prior agreements and attachments before signing. Changes require a lawful signed agreement. Counterparts and electronic signatures may be used as applicable law permits.

Unsigned draft. Resolve permissions and review before preparing signature fields. This output is not independent legal approval.

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