

# KETUBAH COMMISSION AGREEMENT

AGREEMENT as of the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ between Miriam Karp, ("the Artist") located at 1951 N Ridgeway Rd NE Atlanta, GA 30345 and \_\_\_\_\_ ("the Clients") located at \_\_\_\_\_

Whereas the Artist is a recognized professional artist; and Whereas the Client wishes to commission the Artist to create a Ketubah; and Whereas the Artist wishes to create such Ketubah; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth the parties agree as follows:

1. **PRELIMINARY SKETCH.** When deemed necessary by the Artist, the Artist agrees to create a preliminary sketch for the Ketubah in black and white in the same dimensions as the final Ketubah.
2. **REVISIONS.** The Client shall have the right to request revisions provided, however, that the Artist shall not be obligated to work more than 1 hour making changes. An hourly fee of \$100 will then be applied. If the revisions are not due to any fault on the part of the Artist and/or are deemed by the Artist to be outside the scope of the original agreed-upon design, an additional fee of \$100 per hour will be charged.
3. **COPYRIGHT.** The Artist reserves all rights of reproduction and all copyrights in the ketubah, the preliminary design, and any incidental works made in the creation of the Ketubah.
4. **ADDITIONAL USAGE.** If Client wishes to make any additional uses of the sketches or final Ketubah, Client agrees to seek permission from the Artist and make such payments as are agreed to between the parties at that time.
5. **DEPOSIT.** The Client agrees to pay the Artist a deposit of \$200 (check/MasterCard/Visa) . This fee will be applied to the final payment of the Ketubah excluding the provisions provided in Paragraph 8.
6. **PROGRESS PAYMENT.** Upon the Client's approval of the preliminary sketch, the Artist agrees to proceed with the execution of the Ketubah and the Client agrees to pay the price of \$ \_\_\_\_\_ for the Ketubah as follows: one half plus \$30 for shipping and handling upon approval of the preliminary sketch; one half minus \$200 deposit upon completion of the Ketubah. Ketubahs cannot be shipped until full payment is made. Completion of the Ketubah is to be determined by the Artist, who shall use the Artist's professional judgment to deviate from the sketch as the Artist in good faith believes necessary to create the Ketubah. Any changes to the Ketubah after approval of the preliminary sketch shall be subject to an additional fee to be determined by the Artist.
7. **RUSH CHARGES.** There will be an additional fee of 20% of the custom ketubah price if, within 30 days of the Clients' wedding , the Artist is lacking any information from the Client that is necessary to complete the Ketubah.
8. **TERMINATION.** This Agreement may be terminated on the following conditions:
  - (A) If, after revisions, Client does not approve the preliminary sketch pursuant to Paragraph 1, the Artist shall keep the \$200 deposit and this Agreement shall terminate.
  - (B) The Client may, upon payment of an amount agreed in writing by the Artist to represent the pro rata portion of the price in relation to the degree of completion of the Ketubah, terminate this Agreement. In the event of cancellation the Artist shall own all rights to the sketch and Ketubah.
9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Georgia.

Client \_\_\_\_\_ Date \_\_\_\_\_

Artist \_\_\_\_\_ Date \_\_\_\_\_