

Commissions information from Cynthia Eid 2007

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Getting Commissions

- Join organizations. These tend to offer opportunities for:
Networking; contacts; a website to help potential clients find you and your work; and links to your website
Suggestions include: Society of American Silversmiths - www.silversmithing.com
American Guild of Judaic Artists - www.jewishart.org
- Take advantage of free publicity.
 - When a publication expresses interest in publishing your work, follow up immediately.
 - Apply to exhibitions that offer prizes and/or catalogs.
- Build Credibility through: your own website; business cards; a teaching position
- Use the power of Word of Mouth.
Let friends and family know that you are interested in commissions. For me, personal referrals have made for better experiences than commissions generated through websites.
- Follow professional practices and guidelines, but always trust your "gut". Though we may not be able to verbalize what seems wrong, the non-verbal parts of the brain is perceiving signals and sending us the message via our body. If you have a bad feeling about a project or person, turn the job down--- or discuss your concerns to achieve a resolution.

Designing

- A large commission is worth taking time to design for. If competing against other artists for a commission, set aside a reasonable amount of time that you are willing to invest in making a proposal.
- Though we, as artists, like paper models, a committee may be better able to interpret a photograph of a paper model than the model itself. A committee member may be better able to visualize a design from a photo of a paper model than the paper model itself---people are accustomed to seeing a photo in a magazine, and understanding that it is a large sculpture.
- Don't show a design that you don't want to make.
 - Clients and committees like to make a choice.
 - If you've developed a design that you think is great, develop at least two variations on that theme to present to the committee.

Working With the Client

- Don't ask a question to which you don't want to hear the answer no.
- Keep the client informed.
 - When there is a delay, let them know what is going on, so that they are "with you", rather than feeling that you seem "flaky".
 - With a large, long-term project give monthly updates, even if they are simply e-mails saying that progress continues. The client wants to know that you have not forgotten the project. Long silences make clients nervous.

Working with a Committee

Try to have a single contact with the committee.

- You may be able to have this person present ideas to the committee, saving you the unpleasant awkwardness of listening to and responding to committee quibbling.
- Develop a relationship with that person---get him/her "on your side".

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SNAG Professional Development Seminar 2007

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Pricing

- It is worthwhile to spend some time on figuring out an accurate estimate.
- Include in a price estimate:
 - design time
 - meeting time
 - materials
 - labo
 - extra money to allow for problems
- I generally give the total to the client, rather than itemize. It can be disconcerting to a client to see that the cost of a large sculpture is 5% for the materials, and 95% labor. If the client asks, then I give the itemization.
- I prefer not to charge for designing separately. Once exception to this practice is if the parameters of the project are changed after a design has already been done. In such a case, I bill the client for the second design process.
- Consider giving a price range that starts with your best guess, and then goes to a higher figure that might be necessary if there are problems. Clients like to know the "worst case" price, and are pleased if you are able to present a final bill that is less than that worst case price. This good will can generate future referrals as well more commissions with the original client.
- Policies and guarantees:
- If the piece is an item that you know you could sell if the client does not like it, you can tell the client that they have the right of rejection. This can be very comforting and freeing to a nervous, first-time client.

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Tactics for Making Large Sculptures in a Jewelry Studio

- Work in units that are a manageable size
- Use cold joints, such as bolts or rivets, or tin-silver solder
 - Keeps the metal hard
 - Avoids the need for huge pickle baths
- Annealing large sculptures in a Jewelry Studio
 - Anneal in sections. Don't try to get the whole piece hot at once.
 - Coat with flux to avoid the need for a huge pickle pot.
 - Take the flux off with hot water in the bathtub.

Preparing for Installation:

- Work with the electrician or plumber who will be doing the wiring or plumbing in advance to be sure that the art will be up to code.
- Be prepared to educate the electricians and carpenters. Most of them have never installed a piece of art
- Take the guess-work out of installation, so that there are no unnecessary holes drilled.
 - For instance, mount a wall-piece onto a piece of wood. Use the holes in the wood as a template to mark where the holes need to be drilled for installation on-site.

Documentation and Photography

- Document the process
 - useful for publicity. Publications appreciate process shots with photos of finished work.
 - useful for gaining future commissions.
 - Helps the client understand and appreciate the process
 - gives credibility to your prices.
- Document the finished piece for your portfolio
- Send to magazines and publications

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The Do's & Don'ts of Public Art & Private Commissions

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1. Respond only to Call to Artists/RFQ (Request for Qualifications) notices that are applicable to the type of work and scale in which you are proficient. It is our nature to push the envelope . . . but don't get carried away and promise what you can't deliver. If you find the terms of the Call or the commission objectionable, such as asking for a design with the application, high application fee, finalist honorarium or lack thereof, commission budget, delivery time, site, or anything else you cannot abide, do not apply.
2. Follow the directions! Send just the information asked for in the format that is specified. No more, no less, and send the application on time. FedEx at the last minute is acceptable. Be late and you will likely be disqualified.
3. Do not call and ask if they like your work, if they have made a decision, or why you were not awarded the commission. Be patient. This is a very competitive business. Do not take rejections personally.
4. Most selection committees will choose 3 finalists. This will give you at the least a 30-minute opportunity to present your ideas and SELL your design (and you as the artist). It can be on live public access TV or might even be a weekend mix of both public and private presentations and social events. Remember - this is a job interview. Dress and be professional. Present work in your own style. Do not tailor your design to specifically compete against the other finalists. Be prepared for tough questions regarding such things as public safety, materials, durability, concept, meaning, inspiration, or how your work will benefit the community.
5. Winning the commission is great but it also means that you will assume a huge responsibility. You will have to perform the work that you specified at the budget that was specified in the Call to Artists. Don't ask for more money half way thru the job! You will need to be properly insured, able to deliver on time, be compliant with all provisions of the contract, and meet local building codes and State and Federal laws regarding employees and sub contractors if you are not working solo.
6. Not all public art agencies are created equal. The ones that have been around the longest have the shortest contracts and are the easiest to work with. The new ones may have long convoluted volumes that will confuse even your lawyer. Be careful. Typical are problems regarding the meaning of words and phrases. Read carefully and negotiate all points to your satisfaction before signing. Example: "Installation" does not mean "site preparation."
7. Never start work on the project until the contract is signed AND the first payment has cleared at the bank! This true for both public and private commissions.
8. Stand behind your work. Be ready to repair or replace anything that is defective.
9. Who is the Patron? Public Art is paid for by both public and private funds. If the taxpayers support it, remember that to be successful the work must appeal to a broad cross section of the community. This is not a bad thing in my opinion, but it does mean that the artist has a responsibility to be sensitive to how their subject matter might be interpreted and be prepared to defend the work. If the funding source is private but the work is in the public view there may be more latitude, but the artist and patron may not be completely insulated from controversy.
10. Charge for design work! Most public art projects provide for a design fee or honorarium to be paid to the finalists. Private commissions on the other hand offer only what you as the artist demands. Presenting custom designs to a potential client who is "shopping" is a giant risk of your time and resources.
11. Installation: public art commissions usually have a set budget including the installation. Most of the time the job sites tend to be reasonably predictable. On private commissions, it is best to do the work in the studio for a set fee but installations should be billed as time and materials.

Good sources:

The Pew Charitable Trust has a massive, helpful resource guide that you can download as a PDF at www.pewarts.org
Public Art by the Book, edited by Barbara Goldstein, University of Washington Press. 2005. ISBN 0-295-98521-6
Business Forms and Contracts (In Plain English) for Craftspeople by Leonard D. Duboff, 1993, ISBN 0-934026-83-1

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TERMS & CONDITIONS

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ORDERS

First order is proforma or COD. Acceptable payment methods include: company or cashier's check, Mastercard, Visa, or American Express. Net 30 terms are determined on an individual basis upon completion of a credit check. Each Purchase Order is made per request therefore lead times are approximately 8 weeks. This time frame may be extended during peak production periods. Each piece is handmade and slight variations in construction and decoration are normal. Rough diamond cubes are natural, and each is unique. Although their size is fairly regular, no guarantees are made regarding consistency. Specific colors cannot be selected. Please, expect a beautiful variety. Items with patina will change color as the piece is worn, as it is not a permanent coloration. However, the patina can be reapplied. Please fax purchase orders. Receipt of purchase orders will be verified by phone.

MINIMUM ORDER

Opening order minimum is \$20,000.00 for wholesale accounts. There is no minimum for reorders.

SPECIAL ORDERS

We are happy to produce special orders and custom items. However, we strongly recommended that you do not charge your clients for special orders until you have ascertained that the item can be produced and an acceptable lead time has been established. All pieces are fabricated with 18k gold, 22k gold, and sterling silver. We can accommodate most specific metal requests. Special orders and custom items are not returnable or exchangeable.

REPAIRS AND ALTERATIONS

We guarantee our jewelry against defects in manufacturing. In order to maintain this guarantee of craftsmanship, all repairs, alterations, and/or sizing must be performed by Todd Reed, Inc. If you opt to have any repair, alterations, and/or sizing performed by anyone other than Todd Reed, Inc., we relinquish any and all liability for that particular piece of jewelry. We will size rings created by Todd Reed, Inc. for free plus the cost of return shipping and insurance (typically \$15.00).

SHIPPING

Orders are shipped Federal Express or Registered mail unless otherwise requested. If you choose to use UPS, please have your own insurance and pay for any lost and/or damaged goods in our normal pay period.

CLAIMS AND CANCELLATIONS

Claims for defective merchandise or incorrect shipments must be made in writing within five days. Cancellations must be received in writing within 10 days of the purchase order date. Cancellations after 10 days are subject to a 15% restocking fee.

RETURNS

Returns are for credit only and will only be accepted with a valid Todd Reed, Inc. return authorization number (RA#). This RA# must clearly marked on the outside of the shipping package. All returns must be in un-worn condition and ready for resale. We reserve the right to determine whether or not returned merchandise is in acceptable condition for resale. Additionally, returns are subject to a two for one exchange. For example, for a \$5,000.00 return, \$10,000.00 in merchandise must be ordered. Todd Reed, Inc. reserves the right to refuse any item.

INVOICES

All invoices must be paid within 30 days. Overdue payments will revert your account status to "first time order." Additionally, a 1.5% per month late payment fee will be charged for any past due account (unless otherwise prohibited by local law, in which case the maximum legal interest shall apply). In the event that your account is delinquent in excess of 90 days from invoice date, your account will be sent to collections and additional fees for that service will apply.

MEMORANDUM

Any property listed as memorandum or memo is delivered to you at your risk from all hazards and received by you for examination and inspection only, upon the express condition that all such merchandise shall remain the property of Todd Reed, Inc. Any such merchandise must be returned on demand. From the time that the merchandise is delivered to you until the time at which it is return delivered and received by Todd Reed, Inc., you bear the risk of any and all loss and/or damage howsoever caused. You will be legally liable to us to the extent of the amount stated for any loss or damage which may occur, whether caused by your or not, and whether occurring through your negligence or not. Your acceptance of the property described herein constitutes your agreement to be bound by the terms and conditions of this memorandum, invoice, and/or purchase order as applicable, whether signed or not. You further agree that in the event that an attorney is retained for collection, action or otherwise with regard to your memorandum, invoice, and/or purchase order, you will pay a reasonable attorney's fee (unless otherwise prohibited by law).

We are happy to provide promotional materials, slides, postcards, and CD-ROMS. In addition we recommend co-op advertising and special events.

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I, _____ am a legal and/or authorized representative of _____ .
(print name) (company name)

My signature denotes that I fully understand and accept the above terms & conditions presented by Todd Reed, Inc.

Return completed agreement to:
Todd Reed, Inc.

(signature)

(date)

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