

ALL-PURPOSE ILLUSTRATOR'S LETTER OF AGREEMENT (Front) [Illustrator's Letterhead]



This letter of agreement is a model, which should be amended to fit the artist's particular circumstances. Remove all language in italics before using this form.

CLIENT

Commissioned by _____

Date _____

Job/Invoice Number _____

Shipping Number _____

Illustrator's Tax ID (Social Security) Number _____

THIS AGREEMENT MUST BE SIGNED AND RETURNED BEFORE ARTIST CAN SCHEDULE OR BEGIN THIS JOB.

Project Title *[if any]* _____

Client's Purchase Order Number *[if available]* _____

DESCRIPTION

Subject Matter _____

Size _____

Color or Black & White _____

Media *[specify any electronic/digital media]* _____

Any Relevant Production Information _____

DUE DATES

Sketch _____

Final _____

USAGE RIGHTS GRANTED IN FINAL ART

Duration of Usage _____

Limitations on Media in Which Used *[e.g., print rights only, no electronic usage]* _____

Limitations on Number of Insertions *[if appropriate]* _____

Limitations on Geographical Use *[North American, English editions]* _____

Owner of Original Art *[only if different from Credits below]* _____

Fee for Rights Granted _____

ALL-PURPOSE ILLUSTRATOR'S LETTER OF AGREEMENT (Back)

TERMS

1. Reservation of Rights

All rights not expressly granted above are retained by the Artist, including any electronic rights or usage unless specified above and including, but not limited to, all rights in sketches, comps, or other preliminary materials. Any grant of rights is conditional upon receipt of full payment. Upon receipt of full payment, Artist shall deliver digital files necessary to enable Client's usage rights granted herein. Any use additional to that expressly granted above requires arrangement for payment of a separate fee. Artist retains the rights to display all work created by Artist for this Project, including preliminary materials and final art, in Artist's portfolios, including in print and online, and to submit such work to design periodicals and competitions.

2. Revisions

(A) Preliminary Work/Sketches: Artist agrees to submit _____ [insert studio standard] rough sketches and/or _____ [insert studio standard] finished sketches for Client's approval. Additional fees will be charged to Client for revisions made after such sketches and for all revisions that reflect a new direction for the assignment or new conceptual input.

(B) Finished Art: Client agrees to pay Artist an additional fee, to be negotiated separately, for changes requested to final art where Client asked Artist to proceed directly to final art.

No additional fee shall be billed for changes required to bring final artwork up to original specifications or assignment description. Client agrees to offer Artist the first opportunity to make any changes to final artwork.

3. Cancellation Fees

Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. Upon cancellation, Artist retains all rights to the art, and all original art and copies thereof must be returned, including sketches, comps, or other preliminary materials, and Client shall permanently delete all digital copies thereof.

4. Credits and Copies

A credit line suitable to the design of the page or context will be used. Client agrees to pay an additional 50% of the total fee, excluding expenses, for failure to include credit line. Credit line is required independent of Artist's signature, which shall be included at Artist's discretion unless otherwise agreed in writing above. Client agrees to provide Artist with [insert studio standard] sample copies of any printed material.

5. Payment

Payment for finished work is due upon acceptance, net 30 days. The Client's right to use the work is conditioned upon receipt of payment within 30 days of acceptance and upon Client's compliance with the terms of this Agreement. A 1 1/2% monthly service charge will be billed against late payment.

6. Original Art

Original art remains the property of the Artist unless expressed otherwise in the Agreement. Client is responsible for return of original art in undamaged condition within 30 days of first reproduction. Client shall also return all copies of the art, and permanently delete all digital copies thereof, within 30 days after expiration of Client's usage rights.

7. Additional Expenses

If Client does not provide a courier/shipping number in the space provided above, shipping charges will be added to the final invoice. Client agrees to reimburse Artist for the following expenses:

Research _____
Messengers _____
Models _____
Props _____
Travel _____
Telephone _____
Proofs _____
Software _____
Transparencies _____
Other _____

8. Permissions and Releases

The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested or for which uses exceed the uses allowed pursuant to a permission or release or the scope of the license granted hereunder.

9. 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. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or 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 disputes in excess of \$ _____ [maximum limit for small-claims court] arising out of this Agreement shall be submitted to mediation in accordance with the rules of _____ [name of local lawyers for the arts mediation program]. The prevailing party in any dispute resolved by litigation shall be entitled to recover its attorney's fees and costs, provided that party initiated or participated in mediation as set forth herein. 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. This Agreement shall be governed by the laws of the State of _____ [name of your state] and courts of such State shall have exclusive jurisdiction and venue.

CONSENTED AND AGREED TO:

Artist's signature/date

Authorized signature/date

Buyer's name and title

Accounts payable contact name/phone
