

# ILLUSTRATOR'S ESTIMATE & CONFIRMATION FORM (Front)

[Illustrator's Letterhead]



*Remove all language in italics before using this form.*

## CLIENT

Date

Commissioned by

Illustrator's Job Number

Client's Job Number

## ASSIGNMENT DESCRIPTION

## DELIVERY SCHEDULE

## FEE PAYMENT SCHEDULE

## ESTIMATED EXPENSES (OTHER BILLABLE EXPENSES)

Toll Telephone Calls

Messengers

After Sketches

Shipping & Insurance

Other Expenses

After Finish

Transit & Travel

Cancellation Fee (percentage of fee)

Sale of Original Art

Client's Alterations

Before Sketches

## RIGHTS GRANTED

Any usage rights not exclusively transferred are reserved to the Illustrator. Usage beyond that granted to the Client herein shall require payment of an additional fee at Illustrator's standard license fees, subject to all terms.

For use in magazines and newspapers, first North American reproduction rights unless specified otherwise here:

For all other uses, the Client acquires only the following rights:

Title or Product *[name]*

Category or Use *[advertising, corporate, promotional, editorial, etc.]*

Medium of Use *[consumer or trade magazine, annual report, TV, book, website, online publications, device apps, etc.]*

Geographic Area *[if applicable]*

Time Period *[if applicable]*

Number of Uses *[if applicable]*

Other *[if applicable]*

Original artwork, including sketches and any other preliminary material, and all copyrights therein, remains the property of the Illustrator unless purchased by a payment of a separate fee. Any grant of rights is conditional upon receipt of full payment. Upon receipt of full payment, Illustrator shall deliver digital files necessary to enable Client's usage rights granted herein. Illustrator retains the rights to display all work created by Illustrator for this Project, including preliminary materials and final art, in Illustrator's portfolios, including in print and online, and to submit such work to design periodicals and competitions.

# ILLUSTRATOR'S ESTIMATE & CONFIRMATION FORM (Back)

## TERMS

### 1. Time for Payment

Payment is due within 30 days of receipt of invoice. A 1 1/2% monthly service charge will be billed for late payment. Any advances or partial payments shall be indicated under Payment Schedule on front.

### 2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

### 3. Grant of Rights

The grant of rights is conditioned on receipt of full payment.

### 4. Expenses

The Client shall reimburse the Illustrator for all expenses arising from the assignment.

### 5. Estimates

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

### 6. Sales Tax

The Client shall be responsible for the payment of sales tax, if any such tax is due.

### 7. Cancellation

In the event of cancellation or breach by the Client, the Illustrator shall retain ownership of all rights of copyright and the original artwork, including sketches and any other preliminary materials, and Client shall return all copies and permanently delete all digital copies thereof. The Client shall pay the Illustrator according to the following schedule: 50% of original fee if canceled after preliminary sketches are completed, 100% if canceled after completion of finished art.

### 8. Alterations

Alteration to artwork shall not be made without consulting the Illustrator, and the Illustrator shall be allowed the first option to make alterations when possible. After acceptance of artwork, if alterations are required, a payment shall be charged over the original amount. Alterations not due to the fault of the Illustrator shall be billed separately.

### 9. Credit Lines

On any contribution for magazine or book use, the Illustrator shall receive name credit in print. If name credit is to be given with other types of use, it must be specified here:

\_\_\_\_\_  
\_\_\_\_\_

If this box is checked, the credit line shall be in the form:

© [date] \_\_\_\_\_

### 10. Return of Artwork

The Client assumes responsibility for the return of the artwork in undamaged condition within 30 days of first reproduction. Client shall return all copies and permanently delete all digital copies of the artwork, including sketches and any other preliminary materials, within 30 days after expiration of Client's usage rights.

### 11. Loss or Damage to Artwork

The value of lost or damaged artwork is placed at no less than \$\_\_\_\_\_ per piece.

### 12. Unauthorized Use

The Client will indemnify the Illustrator against all claims and expenses, including reasonable attorney's fees, arising from uses for which no release was requested in writing or for uses exceeding the authority granted by a release or the license granted herein.

### 13. Warranty of Originality

The Illustrator warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained consistent with the rights granted to Client herein.; that all work or portions thereof obtained through the undersigned from third parties is original and that consent to use has been obtained consistent with the rights granted to Client herein; that the Illustrator has full authority to make this Agreement; and that the work prepared by the Illustrator does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Artist's product that may infringe on the rights of others. Client expressly agrees that it will hold the Illustrator harmless for all liability caused by the Client's unauthorized use of the Illustrator's product to the extent such use infringes on the rights of others.

### 14. Limitation of Liability

**Client agrees that it shall not hold the Illustrator or his/her agents or employees liable for any incidental or consequential damages that arise from the Illustrator's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Illustrator or a third party.**

### 15. Dispute Resolution

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 attorneys fees and costs, provided that party initiated or participated in mediation as set forth herein.

### 16. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

## CONSENTED AND AGREED TO:

\_\_\_\_\_  
Illustrator's signature/date

\_\_\_\_\_  
Authorized signature/date

\_\_\_\_\_  
Client's name and title