

# MAGAZINE PURCHASE ORDER FOR COMMISSIONED ILLUSTRATION [Magazine's Letterhead]



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

This letter is to serve as our contract for you to create certain illustrations for us under the terms described herein.

## 1. Job Description

We, *[the Magazine name]*, retain you, the Illustrator, to create \_\_\_\_\_ illustration(s) described as follows *[indicate if sketches are required]*:

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

to be delivered to the Magazine by \_\_\_\_\_ *[date]* for publication in our magazine titled *[name]* \_\_\_\_\_.

## 2. Grant of Rights

The Illustrator hereby grants to the Magazine first North American magazine rights in the illustration(s) for publication in one print edition, and one online display of that same edition, but not including any display or reproduction in additional editions, adaptations, compilations, retrospectives, or other new works. All rights not expressly granted to the Magazine hereunder are reserved to the Illustrator. Upon receipt of full payment, Illustrator shall deliver digital files necessary to enable the usage rights granted to Magazine herein.

## 3. Price

The Magazine agrees to pay the Illustrator the following license fee:

\$ \_\_\_\_\_ in full consideration for the Illustrator's grant of rights to the Magazine. Any grant of rights is conditional upon receipt of full payment.

## 4. Changes

The Illustrator shall be given the first option to make any changes in the work that the Magazine may deem necessary. However, no additional compensation shall be paid unless such changes are necessitated by error on the Magazine's part, in which case a new contract between us shall be entered into on mutually agreeable terms to cover changes to be done by the Illustrator.

## 5. Cancellation

If, prior to the Illustrator's completion of finishes, the Magazine cancels the assignment, either because the illustrations are unsatisfactory to the Magazine or for any other reason, the Magazine agrees to pay the Illustrator a cancellation fee of 50% of the purchase price. If, after the Illustrator's completion of the art, the Magazine cancels the assignment, the Magazine agrees to pay

50% of the purchase price if cancellation is due to the illustrations not being reasonably satisfactory and 100% of the purchase price if cancellation is due to any other cause. In the event of cancellation, the Illustrator shall retain ownership of all artwork and rights of copyright, but the Illustrator agrees to show the Magazine the artwork if the Magazine so requests so that the Magazine may make its own evaluation as to the degree of completion of the artwork.

## 6. Copyright Notice and Authorship Credit

Copyright notice shall appear in the Illustrator's name in close proximity to the illustration(s). The Illustrator shall have the right to receive authorship credit for the illustration and to have such credit removed if the Illustrator so desires due to changes made by the Magazine that are unsatisfactory to the Illustrator.

## 7. Payments

Payment shall be made within 30 days of the billing date.

## 8. Ownership of Artwork

The Illustrator shall retain ownership of all original artwork and the Magazine shall return such artwork, and all copies thereof, to the Illustrator, and shall permanently delete all digital copies thereof, within 30 days of expiration or termination of the license granted herein.

## 9. Acceptance of Terms

To constitute this as a binding agreement between us, please sign both copies of this letter beneath the words "consented and agreed to" and return one copy to the Magazine for its files.

## CONSENTED AND AGREED TO:

\_\_\_\_\_  
Artist's signature/date

\_\_\_\_\_  
Magazine

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

\_\_\_\_\_  
Name and title