

COMMISSIONED ILLUSTRATION OFFER - SHORT/EASY - NOVEMBER 25, 2019

OFFER FOR COMMISSIONED ILLUSTRATION

This contract is an offer ("Offer") by _____ ("Artist") to _____ ("Commissioner") made on _____ for Artist to provide creative work ("Work" – as described below) as requested by Commissioner.

- 1. Work.** Commissioner retains Artist to create _____. Work includes only the final, deliverable art, and not any preliminary work or sketches.
- 2. Price and Delivery.** The non-refundable flat-fee for Work is _____. Payment must be made in full before any work begins. Payment should be made in the method and manner specified by Artist. Work is to be delivered no later than _____, but Commissioner agrees that the date of delivery is not material to this Agreement.
- 3. Grant of Rights.** Artist agrees to the perpetual non-exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, sell, and create derivative works) to Work to Commissioner, excluding only the right to authorship credit, which is retained by Artist. Artist agrees that Work is produced with the intent it be unique and will not seek to resell or publish Work, except as noted below.
- 4. Artist's Right to Authorship Credit.** Artist may use Work in Artist's portfolio (including, but not limited to, any website that displays Artist's works). Commissioner and Artist agree that when asked, Commissioner must properly identify Artist as the creator of Work. Commissioner does not have a proactive duty to display Artist's name together with Work, but Commissioner may not seek to mislead others that Work was created by anyone other than Artist.
- 5. Commissioner Accepts Artist's Creative Vision.** Commissioner agrees that Artist will complete Work in Artist's creative style at Artist's sole discretion. If Commissioner refuses to receive Work or demands Work be redone, it is understood and agreed that Commissioner is cancelling the Agreement, and no fee will be refunded.
- 6. Cancellation, and Expiration.** The fee for Work is non-refundable. If Commissioner nonetheless does not want or refuses to receive Work, Artist may decide whether or not to complete Work, and will exclusively retain all right to Work. This Offer automatically expires upon 48 hours of being made and may not then be accepted. This Offer expires if it is verbally or through writing (including, but not limited to, by e-mail or text chat) withdrawn by Artist.
- 7. Limitation of Liability.** Commissioner agrees that Artist will not be liable for any damages

(including, but not limited to, incidental or consequential damages), that arise from Artist's performance of this commission (including, but not limited to, failure to perform in a timely manner, regardless of whether the failure was intentional or negligent.)

8. Dispute Settled by Arbitration, and Governing Law. Any dispute under or about this Agreement must be submitted to and resolved by arbitration through the arbitration services located at Internet URL <http://www.net-arb.com>. Parties will bear their own costs. Any court may enforce the arbitration award. This Agreement will be governed by the laws of _____, in the country of _____.

This Offer may be accepted (within 48 hours of being made or if withdrawn, as in Expiration, above) and be enforced upon the signature of Commissioner (an electronic signature is acceptable).

Commissioner: _____ (signature), on _____ (date)

