

# CONTRACT FOR COMMISSIONED BOOK COVER ILLUSTRATION WITH PAYMENTS (1)

## CONTRACT FOR COMMISSIONED ILLUSTRATION

This contract is an agreement for one book cover illustration between Artist, (Name, Address) and Commissioner, (Name, Address) made on \_\_\_\_\_ whereby the Commissioner will pay the Artist to design and create an artwork to use as cover art for the Commissioners book.

**1. Work.** Commissioner retains Artist to create one unique artwork as a book cover illustration for \_\_\_\_\_ with the final work to be delivered in the form of digital files and Grant of Rights to the completed Work. The original Art will remain the property of the Artist unless the Commissioner also wishes to purchase the Art. Initial below if original Art is to be purchased.

### **2. Price and Payments.**

Cost for Design and Grant of Rights Fees is \$ plus sales tax (State and tax rate %) for a total of \$ \_ for Grant of Rights to one illustration based on (scope of Art: ex: plain/simple background and two figures).

\_\_\_\_\_ Initial here if Commissioner will be buying the original Art in addition to above stated work, the size of the Art will be Size: (ex:16x20) and will cost \$(price) plus applicable sales tax @ (State and tax rate %) for a total of \$ \_.

An additional separate fee to have art digitally photographed by a 3rd party Photographer will also be charged. This service, is estimated at \$ but the actual charge will not be known until the finished artwork is completed, therefore, Commissioner will be billed this estimated cost and if the actual cost deviates more or less than \$ from this estimate, Commissioner will be billed or refunded accordingly. An invoice of Photographers fees will be provided and Commissioner will be charged actual costs only.

Total Price of services ordered:

- Design and Grant of Rights Fees incl. tax = \$
- Purchase of original Art incl. tax = \$
- Photographers fee incl. tax = \$

Total cost of goods and services to be purchased = \$

Artist requires 50% down to begin work. Commissioner will receive periodic updates with opportunities to approve work or make suggestions. On final approval, payment for the final 50% will be billed. Transfer of purchased digital files and original Art, if purchased, will occur when

Artist receives payment in full. The Artist will deliver the original Art to the Photographer and pick up finished digital files and deliver them to the Commissioner via email. Payments will be made via (ex: Paypal invoices) which will be sent via email to (Commissioner's email) on the 1st day of the month, and, will allow 10 days until due. The Commissioner will incur a 1.5% weekly service charge against late payments and Work will cease unless written agreement is made 10 days prior to payday or deadline changes.

Alternative Monthly Payment Plan:

In place of the normal 50% down/50% due at completion payment schedule, the Artist offers a monthly payment schedule on approval. This payment schedule will last no longer than 6 months with a minimum monthly payment of \$200.00. Total Price of services ordered from above total will be divided equally to arrive at the monthly payment amounts. The Commissioner can pay off the total at any time prior to completion of this payoff schedule.

\_\_\_\_\_ Initial to apply Monthly Payment Plan

The installments of payment for Work will be delivered in the following USD AMOUNTS:

Payment 1: \$ \_\_\_\_\_ Down payment. Required for work to start. Date paid: \_\_\_\_\_

Payment 2: \$ \_\_\_\_\_ Second payment with update on progress. Date paid: \_\_\_\_\_

Payment 3: \$ \_\_\_\_\_ Third payment with update on progress. Date paid: \_\_\_\_\_

Payment 4: \$ \_\_\_\_\_ Fourth payment with update on progress. Date paid: \_\_\_\_\_

Payment 5: \$ \_\_\_\_\_ Fifth payment with update on progress. Date paid: \_\_\_\_\_

Payment 6: \$ \_\_\_\_\_ Sixth payment with update on progress. Date paid: \_\_\_\_\_

Work timeline: No deadline specified. Work will progress from time down payment is received until finished. Due to current work load, Artist estimates a time period of (No. days/months) to completion.

**3. Grant of Rights.** Artist agrees to the perpetual exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, sell, and create derivative works. Derivative works include, but is not limited to, book merchandise such as, apparel, toys, accessories, digital media, etc...) to the Work to Commissioner, excluding only these specific rights reserved to the artist: authorship credit, right of artist to produce and sell a limited edition of 100 or

less fine art prints, and, the right to show and sell the original artwork if not purchased by commissioner. This Grant of Rights will license the work for the Design and Copyright Fees as a flat fee. The Artist cannot seek anymore compensation for Grant of Rights nor can Artist attempt to resell or publish any rights to the Work, except as noted in **4.** below.

**4. Artist's Reserved Rights.** Commissioner and Artist agree that when asked, Commissioner must properly identify Artist as the creator of Work. Artist name must appear on the book. If a credit line does not appear, there will be a fee of 25% of the total cost paid to the Artist. If the Artist wishes to file for US copyright of this Work Artist will bear their own costs (Commissioner can bear the cost if need be).

Artist may use Work in Artist's portfolio (including, but not limited to, any website that displays Artist's works).

Artist reserves the right to produce, sell, and promote a limited edition of 100 or less fine art prints.

Artist reserves the right to promote and sell the original Art if not purchased by Commissioner.

**5. Artist's Creative Vision.** Commissioner agrees that Artist will complete Work in Artist's creative style at Artist's discretion. However, if Commissioner refuses to receive Work or demands Work be redone, it is understood that the Artist must comply with said changes. The compliance of the Artist will be compensated with \$ USD per additional revision made. Artist will receive said payment no later than #of business days after revision submission. Artist will be paid via \_\_\_\_\_.

**6. Cancellation, and Expiration.** 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 that has already been made. In the event that this circumstance occurs the Artists is entitled to keep the payments that have been made thus far. This Offer automatically expires upon \_\_\_\_\_ 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.) However, this clause is voided if it is discovered if the Work has been plagiarized by the Artist. In the event that this situation occurs, the Artist is then liable for any damages incurred.

**8. Dispute Settled by Arbitration, and Governing Law.** Any dispute under or about this Agreement must be submitted to and resolved by arbitration. Parties will bear their own costs. Any court may enforce the arbitration award. This Agreement will be governed by the laws of State, in the country of The United States of America.

This Offer may be accepted (within #of days of being made or if withdrawn, as in Expiration,

above) and be enforced upon the signature of Commissioner (an electronic signature is acceptable).

Artist: \_\_\_\_\_ (signature), on \_\_\_\_\_ (date)

Commissioner: \_\_\_\_\_ (signature), on \_\_\_\_\_ (date)

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