# ILLUSTRATION COMMISSION AGREEMENT

Agreement made DATE between

#  Illustrator :

NAME and ADDRESS

- and -

**Author:**

NAME and ADDRESS

**WORK:**

**DEFINE THE SCOPE OF THE PROJECT IN BRIEF - INCLUDE TITLE OF BOOK**

Concerning commissioned WORK by the Author and described below:

**DEFINE THE SCOPE OF THE PROJECT IN DETAIL. INCLUDE NUMBER OF ILLUSTRATIONS, TYPE OF ILLUSTRATIONS, FINAL FORMAT OF DELIVERED WORK, HOW WILL FINAL WORK BE DELIVERED, AND ANY OTHER DETAILS OF THE PROJECT**

1. **Commission and Grant of Rights**

The Illustrator (as defined above) acknowledges and agrees that the WORK hereunder has been specifically ordered and commissioned by the Author (as defined above). The Illustrator hereby sells, assigns, and transfers, and the Author hereby purchases the sole and exclusive license to produce, publish, and/or sell in any format the WORK for the legal term of copyright, including any and all extensions, renewals, and revivals thereof throughout the world. The Illustrator grants permission for the WORK to be used by the Author for sales and promotion of the WORK.

# Sale and Purchase of Work (Advance)

The Illustrator hereby sells, assigns, and transfers, and the Author hereby purchases the sole and exclusive license to produce, publish, sell, the WORK in book form for the sum of $DOLLAR AMOUNT OF ENTIRE PROJECT

Additional charges will be negotiated for additional work or revisions needed after illustrations are complete.

*Sum payable as follows*:

**Deposit of $DOLLAR AMOUNT before project commences.**

**Partial payment of $DOLLAR AMOUNT upon the submission of draft illustrations to author for approval.**

**Partial payment of $DOLLAR AMOUNT upon the approval of draft illustrations.**

**Final payment of $DOLLAR AMOUNT due upon delivery of final files.**

**Additional fees at an hourly rate of $DOLLAR AMOUNT per hour for revisions or formatting after final WORK is delivered.**

This Sale and Purchase of WORK (Advance) is a non-refundable fee, even if the WORK is not published by the Author.

# Project Schedule and Delivery Dates

Illustrator shall deliver the WORK, in the form of digital files to Author, not later than the following dates:

Work shall begin after contract is signed and initial deposit is received.

REVISE ACCORDING TO YOUR WORK SCHEDULE

# WORK draft: within 90 days of signed contract \*

* **Final WORK Files: within 30 days after WORK draft is approved with signature.\*\***

\*5 additional days per revision

\*\*Limited changes to Final WORK entail a rate of **$DOLLAR AMOUNT** per hour.

Pricing will be negotiated for extensive changes after the WORK is delivered.

# Copyright

The copyright for the WORK shall belong to the Illustrator. The Author agrees to print a contribution notice where ever possible regarding the WORK as required to obtain protection under the Universal Copyright Convention. The Illustrator’s name will be published on the cover, title page, and optionally on the spine of the book beside the author’s last name.

# Credit

* 1. The Author shall use their best endeavors to ensure that the Illustrator is given full acknowledgement in any edition of the WORK sublicensed by the Author to a third party.
	2. The Illustrator shall ensure that any exhibition of the WORK shall make full acknowledgement to the WORK, to the Author, and to the Publisher (if published outside of self-publishing.)

# Promotion

The Illustrator shall permit the Author free of charge to use the WORK to promote in catalogs, advertisements and other promotional material. The Illustrator has the right to use the WORK for self-promotional purposes. One free copy of printed book will be provided to the Illustrator for promotional purposes.

# Failure to Deliver

If the Illustrator fails to make delivery of the WORK on the dates specified in Section 3, or if the WORK delivered is not satisfactory to the Author, the Author may, at his/her option, at any time thereafter, without prejudice to his/her other rights and remedies, do one or more of the following:

1. Terminate this Agreement by giving written notice, in which event the Author agrees to pay the Illustrator a Cancellation fee (see Section 8);
2. Request the Illustrator to WORK cooperatively with the Author to make the WORK satisfactory to the Author within a period defined in Section 3. In which event the Illustrator shall use his/her best efforts to complete the WORK within the time frame defined.

If the Illustrator fails to deliver the WORK satisfactory to the Author in accordance with subparagraph (b), the Author may terminate this Agreement as provided in subparagraph (a).

If the Illustrator fails to deliver or complete the WORK at no fault of the Author, the Illustrator agrees to give a refund of the amount provided beyond the stage of illustration receipt.

# Cancellation

Should the Author for any reason cancel publication, they shall pay to the Illustrator a cancellation fee to be agreed and proportional to the degree of completion. The Author shall have no rights in any WORK so canceled.

If the Illustrator fails to deliver or complete the WORK at no fault of the Author, the Illustrator agrees to refund advanced funds for WORK not completed as per Section 2 to the Author.

# Warranty

The Illustrator represents and warrants that:

1. the Illustrator has full power to make this Agreement;
2. the Illustrator is the sole creator of the WORK and is the owner of the rights herein granted;
3. the WORK is original and has not been previously published; the WORK does not contain any obscene, libelous or defamatory matter; and
4. the WORK is in no way a violation or an infringement of any existing copyright or license.

The Author represents and warrants that:

1. the Author has full power to make this Agreement;
2. the manuscript provide for the WORK is original and is not under copyright by any other person or institution

# Competitive Works

The Illustrator shall not, without the written permission of the Author, publish or authorize the publication of any artwork based on material in the WORK other than that which is defined under this contract.

# Publication

The Author shall publish/produce the WORK at such time, and in such manner, as may be determined by the Author. The Author shall revert all rights to the WORK to the Illustrator if, for any reason in the Author's sole discretion, the WORK is not published/produced.

# Assignment

The Author may assign this Agreement with the prior written agreement of Illustrator to a successor by reason of merger, consolidation, or sale or exchange of assets or any other reorganization as the Author may determine. The Illustrator may assign any net sums due to an alternate recipient under this Agreement, but may not assign or delegate the Illustrator’s duties or obligations under this Agreement.

# Entire Agreement

This Agreement constitutes the entire Agreement between the Illustrator and the Author concerning its subject matter and supersedes any and all prior agreements, arrangements or understandings (whether written or oral) relating hereto. No addition or modification of any provision of this Agreement shall be binding upon the parties unless it is in writing and signed on behalf of the Author and the Illustrator.

# Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of California and the United States government.

IN WITNESS WHEREOF the parties have duly executed this agreement the day and year first written above.



**AUTHOR FIRST AND LAST NAME, Author Date**



**ILLUSTRATOR FIRST AND LAST NAME, Illustrator Date**