



ARTWORK AGREEMENT

This Agreement (“Agreement”), entered this [day] of [month], [year], between [artist name] (“Artist”) and [client name] (“Client”), shall govern the respective rights of Artist and Client with respect to the artwork described herein.

I. Scope of Work Commissioned

Artist and Client expressly agree that the artwork to be created by Artist pursuant to Client’s specifications shall be limited to, unless modified in a writing signed by both parties, the following artwork, hereafter known as “the Work”:

[include detailed description of Work, including (i) descriptions of any preliminary sketches or drawings to be completed and made subject to Client approval; (ii) descriptions of completed drawings or Work to be delivered to Client; and (iii) a description of Client’s intended use of the work to assure the Work conforms to the Client’s specifications spelled out in the Agreement]

II. Deadlines and Completion

Upon receipt of Client’s specifications pursuant to Section I, which Client agrees are true and complete at the time of execution of this Agreement, Artist agrees to complete the Work upon the following schedule:

[include detailed timeline of the required Work, including (i) MM/DD/YYYY for completion of any preliminary Work following receipt of Client’s specifications; (ii) MM/DD/YYYY for completion of any proofs or final preliminary work; and (iii) MM/DD/YYYY for completion of final Work.]

III. Rights Transferred.

Artist and Client agree that the following rights shall be transferred from Artist to Client upon completion of the Work. Any rights not expressly specified herein shall be reserved by Artist.

One-Time Rights. Artist hereby grants and assigns to Client the limited right to utilize the Work for the one-time purpose of [insert Client’s use of Work], with all remaining rights relating to publication, or other uses not specified herein to be reserved by Artist. Artist expressly reserves all right, title and ownership of all original artwork produced pursuant to this Agreement, including all preliminary materials including but not limited to sketches and comps.

IV. Compensation. Upon completion upon the schedule set forth in Section II of this Agreement, Client agrees to compensate Artist as follows:

[Insert detailed payment schedule. If one-time payment is contemplated, include a timeframe for Client



to make payment, i.e. “within seven (7) days of delivery of the finished Work” or “by DD/MM/YYYY”. If an installment plan is contemplated, insert the trigger for each installment and a date/timeframe for final payment.]

V. Termination/Kill Fee. Client may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Client agrees to compensate Artist as follows:

(1) Partial Completion. If Artist has partially completed the Work, Client agrees to compensate Artist at fifty percent (50%) of the compensation identified in Section IV herein. If this Agreement is terminated by Client after Partial Completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed artwork, sketches, and comps.

(2) Full Completion. If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Illustrator in full as otherwise provided in this Agreement.

VI. Non-Payment; Remedies. Any delinquent payments due Artist from Client shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month. Client agrees that it shall bear responsibility for any fees incurred by Artist in enforcing this Agreement, including but not limited to attorneys’ fees and court costs.

VII. Form of Copyright Notice. Client agrees to provide copyright notice in the name of Artist as follows:

“Illustration © 2014, [Artist name]”

VIII. Severability; Integration. Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

IX. Unauthorized Use by Client; Indemnity. Client agrees to indemnify Artist against any and all claims and expenses, including but not limited to attorneys’ fees and costs, incurred as a result of Client’s unauthorized use of the Work under this Agreement, including the enforcement of this Agreement by Artist.



- X. Warranty of Originality.** Illustrator represents and warrants to Client that, to the best of Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client's use of Artist's product to the extent such use infringes upon the rights of any other person.
- XI. Release of Liability.** Client agrees that it shall not hold Artist or any agent thereof liable for any damages arising from Artist's failure to complete the Work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Illustrator or of any third party.

Consented and Agreed to this [day] of [month], [year].

[Client Name] **Date**

[Artist Name] **Date**